



435 Mission Boulevard, Suite 100
Pomona, California 91766
(909) 865-2655

Truth-In-Savings Disclosure & Agreement

Electronic Services Disclosure & Agreement

**PLEASE KEEP THIS BROCHURE
FOR YOUR RECORDS**

THIS DISCLOSURE SUPERCEDES
ALL DISCLOSURES PRIOR TO THE
EFFECTIVE DATE SHOWN BELOW.

Effective APRIL 1, 2010

SECTION I TRUTH-IN-SAVINGS DISCLOSURE INDEX

| | |
|---------------------------------------------------------------------------------|----|
| General Information | 1 |
| Regular Prime Share Account | 2 |
| Christmas Club Account | 2 |
| Money Market Account | 3 |
| Coverdell Education IRA Account, IRA and Roth IRA Money Market Account | 3 |
| Youth Account | 3 |
| Share Certificate Accounts | 4 |
| Share Draft (Checking) Account | 5 |
| Courtesy Pay | 8 |
| Terms and Conditions - All Accounts | 8 |
| Individual and Joint Accounts | 13 |
| Pay-on-Death Designations | 13 |
| Custodial Accounts | 13 |
| Disclosure of Delayed Availability of Deposited Funds | 14 |

SECTION II ELECTRONIC SERVICES DISCLOSURE INDEX

| | |
|-----------------------------------------------------------------------------|----|
| Electronic Services Disclosure and Agreement | 15 |
| Disclosures Applicable to ATM/POS Cards | 16 |
| Disclosures Applicable to VISA Debit Cards | 16 |
| Safety Tips for Using the ATM | 18 |
| Disclosures Applicable to Pre-authorized Deposits | 19 |
| Disclosures Applicable to Pre-authorized Payment Services | 19 |
| Disclosures Applicable to Audio Response and Home Banking | 20 |
| Disclosures Applicable to All Electronic Funds Transfer Services | 21 |
| Additional Disclosures Applicable to Electronic Check Transactions | 24 |
| Additional Disclosures Applicable to ACH and Wire Transfers | 25 |
| General Provisions | 25 |

SECTION I TRUTH-IN-SAVINGS

In the following agreement(s), the words "You", "Your", and "Yours" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a Membership Invitation or Share Certificate for each respective account. The words "We", "Us", "Our" and "Credit Union" mean INLAND EMPIRE CREDIT UNION.

This disclosure is presented for your information and is accurate as of the date shown on the cover. Furthermore, the Credit Union's Fee Schedule and Rate Schedule is incorporated herein by reference. We have the right to change its terms and conditions or amend this disclosure from time to time. However, before any fee or charge is increased or added, or terms and conditions amended, you will receive 30 days advance notice at your address of record. You may always obtain more information by calling our Member Services Department at (909) 865-2655.

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 make a copy of your driver's license or other identifying documents.

TRUTH-IN-SAVINGS DISCLOSURE GENERAL INFORMATION

ACCRUAL OF DIVIDENDS: Dividends begin to accrue on the business day you deposit non-cash items (e.g., checks) or cash items to your account if deposited before the close of business. If you close any of your Share or Share Draft Accounts before dividends are credited, you will not receive accrued dividends.

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

BYLAW REQUIREMENTS: The maximum dollar amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 3 months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

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

REQUIREMENT TO MAINTAIN A REGULAR PRIME SHARE ACCOUNT: You must open a Regular Prime Share Account to open any subsequent accounts. You must maintain the Regular Prime Share Account to avoid closure of that account and any subsequent accounts.

PAR VALUE/MINIMUM BALANCE REQUIREMENTS: The par value of one share in the Credit Union is \$25.00. You must purchase and maintain one (1) \$25.00 share in your Regular

Share Account to open and maintain any account with the Credit Union.

CREDIT REPORTS: You authorize us to obtain credit reports as we deem necessary for purposes of determining future credit opportunities with you and you authorize any person, association or corporation to furnish, on our request, credit reports. You also authorize us to furnish information concerning your account(s) with us to credit reporting agencies.

YOUR SHARE ACCOUNTS

Our Share Accounts are called Regular Prime Share Account, Christmas Club Account, Money Market Account, IRA Money Market Account, Coverdell Education IRA Account, Roth IRA Account, Youth Account, Share Certificate Account and Share Draft Account.

YOUR REGULAR PRIME SHARE ACCOUNT

RATE INFORMATION: Our Regular Prime Share Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion. The initial dividend rate and annual percentage yield ("APY") on your Regular Prime Share Account is stated on the Rate Schedule accompanying this Disclosure.

BALANCE INFORMATION: We compute the balance in your account to determine the dividends you will be paid by using the average daily balance in the account for the period. We calculate the average daily balance in the account for each day of the period and dividing that figure by the number of days in the period.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your Regular Prime Share Account has certain minimum deposit and minimum balance requirements.

The minimum deposit required to open your Regular Prime Share Account is \$25.00.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded quarterly and will be credited quarterly. For this account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

TRANSACTION LIMITATIONS: If your Regular Prime Share Account is closed within 60 days of opening it, you will be assessed the service fee stated on the Fee Schedule. Other than as stated above, no transaction limitations apply to your Regular Prime Share Account, except for Regulation D restrictions on electronic funds transfers.

YOUR CHRISTMAS CLUB ACCOUNT

RATE INFORMATION: Our Christmas Club Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion. The initial dividend rate and annual percentage yield ("APY") on your Christmas Club Account are stated on the Rate Schedule accompanying this Disclosure.

BALANCE INFORMATION: We compute the balance in your account to determine the dividends you will be paid by using the average daily balance in the account for the period. We calculate the average daily balance in the account for each day of the period and dividing that figure by the number of days in the period.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your Christmas Club Account has certain minimum deposit and minimum balance requirements.

The minimum deposit required to open your Christmas Club Account is \$5.00.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded quarterly and will be credited quarterly. For this account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is

January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

TRANSACTION LIMITATIONS: Your Christmas Club Account may be opened at any time. Funds will be disbursed on or about November 10. You have the choice of having your funds mailed to you if balance is \$20.00 or above, picked up at the Credit Union, or deposited to another account. After disbursement your Christmas Club Account will remain open for your convenience unless you close the account.

YOUR MONEY MARKET ACCOUNT

RATE INFORMATION: Our Money Market Account is designated as a variable rate account on the Rate Schedule. The rate and yield may change at any time at the Credit Union's discretion. The Dividend Rate and Annual Percentage Yield ("APY") on our Money Market Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the Account balance is at the higher or lower level. These rates are subject to change without notice. The Rate Schedule will show current Rates, APYs and tiers.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your Money Market Account has certain minimum deposit and minimum balance requirements.

The minimum deposit required to open your Money Market Account is \$1500.00.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded monthly, will be credited monthly and the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. For example, the dividend declaration date typically precedes the beginning date of the dividend period.

TRANSACTION LIMITATIONS: The minimum that may be withdrawn at any one time is \$250.00. Other than as stated above, no transaction limitations apply to your Money Market Account, except for Regulation D restrictions on electronic funds transfers. (See Page 13, Item 44).

YOUR COVERDELL EDUCATION IRA ACCOUNT, IRA AND ROTH IRA MONEY MARKET ACCOUNTS

RATE INFORMATION: Our Coverdell Education IRA Account, IRA and Roth IRA Money Market Accounts are designated as variable rate accounts on the Rate Schedule. The rate and yield may change at any time at the Credit Union's discretion. The Dividend Rate and Annual Percentage Yield ("APY") on our IRA and Roth IRA Money Market Accounts are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the Account balance is at the higher or lower level. These rates are subject to change without notice. The Rate Schedule will show current Rates, APYs and tiers.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: There is no minimum deposit required to open your Coverdell Education IRA Account, IRA or Roth IRA Money Market Account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURE: All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

YOUR YOUTH ACCOUNT

RATE INFORMATION: Our Youth Account is designated a variable rate account on our Rate Schedule. This rate and yield may

change at any time at the Credit Union's discretion. The initial dividend rate and annual percentage yield ("APY") on your Youth Account are stated on the Rate Schedule accompanying this Disclosure.

BALANCE INFORMATION: We compute the balance in your account to determine the dividends you will be paid by using the average daily balance in the account for the period. We calculate the average daily balance in the account for each day of the period and dividing that figure by the number of days in the period.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: No minimum deposit is required to open your Youth Account.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded quarterly and will be credited quarterly. For this account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

TRANSACTION LIMITATIONS:

YOUTH ACCOUNT 0–15 YEARS OLD:

1. Must have joint owner over 18 years old.
2. Must have minimum of \$25.00 in Regular Prime Share Account.
3. No Share Draft (Checking) Account allowed.
4. No ATM or check access.

YOUTH ACCOUNT 16–17 YEARS OLD:

1. Must have joint owner over 18 years old.
2. Must have minimum of \$25.00 in Regular Prime Share Account.
3. Share Draft (Checking) Account allowed with valid California ID or driver's license.
4. VISA Debit Card available (with completion of a basic financial literacy course); \$60 ATM and \$60 POS withdrawal limit per day (no authorization limit or credit transactions); deposits available with no \$100 immediate availability.
5. Share Draft (Checks) available (with completion of a basic financial literacy course); 3 NSF Checks—Account will be closed.

YOUR SHARE CERTIFICATE ACCOUNTS

Our Share Certificate Accounts let you deposit your money for a specified period of time. Our Share Certificate Accounts, ranging from 6 months to 5 year maturities, are called Term Certificates, IRA and Roth IRA Certificates.

ANNUAL PERCENTAGE YIELD: The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity.

MATURITY: Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the Certificate or receipt provided to you at the time of opening your account.

RATE INFORMATION: Our Share Certificate Accounts are designated fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open a Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD: Your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

ACCOUNT LIMITATIONS: You may not make deposits into or withdrawals from this account until the maturity date. See early withdrawal penalties. Share Certificates may not be pledged,

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

TRANSACTION LIMITATIONS:

YOUTH COLLEGE SAVER CERTIFICATE 0–17 YEARS OLD:

1. Maximum deposit \$5,000.

EARLY WITHDRAWAL PENALTY: We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be as follows:

If the qualifying period is one year or less, the member shall forfeit an amount equal to:

- a) all dividends for 90 days on the amount withdrawn, or
- b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, or
- c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.

If the qualifying period is more than one year, the member shall forfeit an amount equal to

- a) all dividends for 180 days on the amount withdrawn, or
- b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, or
- c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.

EXCEPTIONS TO PENALTIES: The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share account or the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70½ years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR TRADITIONAL IRA, ROTH IRA, AND COVERDELL EDUCATION SAVINGS

CERTIFICATE ACCOUNTS: All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account Agreement and disclosure statement, which by this reference is incorporated into this Account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

YOUR SHARE DRAFT (CHECKING) ACCOUNT

INLAND EMPIRE CREDIT UNION offers a Share Draft (Checking) Account which lets you withdraw your money and write checks against your Account at any time.

1. You authorize us to establish a Share Draft Account. We are hereby authorized to recognize any of the signatures subscribed to on the Share Draft Account Application or Membership Invitation for the payment of funds or the transaction of any business for this Account.
2. We are authorized to pay checks signed by you and the payments will be charged against your Account.

3. The Credit Union is under no obligation to pay a check or honor any other withdrawal that exceeds the fully paid and collected balance in the Share Draft Account. However, if you write a check or make a withdrawal by any other approved method that would exceed such balance and result in the Share Draft Account being overdrawn, the Credit Union may, as indicated by you on the Share Draft Account Application or the Membership Invitation:

- (1) Treat such checks and withdrawals as a request to the Credit Union for an advance from the loan account identified on your Share Draft Account Application or Membership Invitation sufficient to permit the Credit Union to pay such check or withdrawal and credit the loan advance to the Share Draft Account; or
- (2) Pay such check or withdrawal and transfer shares to the Share Draft Account in the amount of the resulting overdraft, from any other regular share account from which you have authorized us to withdraw shares.

4. Our authority under this agreement may not be changed or terminated by you, except by written notice to us which will not affect any prior transaction.
5. Only INLAND EMPIRE CREDIT UNION checks, or other methods approved by us, may be used to withdraw funds from the account.
6. Except for negligence, we are not liable for any action we take regarding the payment or non-payment of a check.
7. Any objection regarding any item shown on a monthly statement of the account shall be waived unless made in writing to us on or before the 20th day following the day the statement was mailed, except where the Uniform Commercial Code ("UCC") provides otherwise.
8. We are under no obligation to pay a check on which the date is more than six months old unless you give us notice otherwise as required under the UCC. We are under no obligation to hold a post-dated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us notice as required under the UCC.
9. You shall be liable for such service charge/fees as we may impose for returned items written against insufficient funds, closed accounts, returned items deposited into the Account, and for other services in accordance with our Fee Schedule.
10. We are authorized to deduct any account service charge/fee from your Share Draft Account or any of your Share Accounts without prior notice to you. If sufficient funds are not available in your Share Accounts, then funds available under the Overdraft Protection Option may be used to pay service charges or fees.
11. All non-cash share deposits or payments received in the account may be placed on hold in accordance with our policy of Delayed Availability of Deposited Funds. All non-cash items are credited subject to final payment.
12. Provided such request is timely so that we shall have a reasonable opportunity to act upon it, you may order stop payment of any check payable against your account. If the order is verbal it shall be valid only fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid for six (6) months and may be renewed for additional six (6) month periods. You have the burden of establishing the fact and the amount of the loss resulting from any stop payment contrary to a binding stop payment. A fee may be charged as provided in our Fee Schedule.
13. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect checks or to account for proceeds of its collection until we know of the fact of your death, dissolution or incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the notification of death, dissolution or incompetence, pay or guarantee checks drawn on or prior to

- the date unless ordered in writing to stop payment by a person claiming an interest in the account. We must be notified if any of you die, become incompetent or your organization is dissolved.
14. A photocopy of a paid check is available for seven (7) years from the date the check was paid by us. A fee may be charged as provided in our Fee Schedule.
 15. You authorize us to release information regarding the status and history of your Account to others such as credit bureaus.
 16. We will charge the Account for check printing costs at the time the charge is received from the printer. If there are not sufficient funds in the Account, we may charge any other Share Account held by any of the named account owners of this Account.
 17. You acknowledge that checks are truncated and you hereby waive any and all rights to receive the checks without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).
 18. Please refer to our Fee Schedule as they apply to your Share Draft Accounts.
 19. **RATE INFORMATION:** The initial dividend rate and annual percentage yield ("APY") and the minimum balance required to receive the stated APY on your Share Draft Account are stated on the Rate Schedule accompanying this Disclosure.
 20. **BALANCE INFORMATION:** We compute the balance in your account to determine the dividends you will be paid by using the average daily balance in the account for the period. We calculate the average daily balance in the account for each day of the period and dividing that figure by the number of days in the period.
 21. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded quarterly and will be credited quarterly. For this account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.
 22. Your Share Draft Account is a variable rate account. This rate and APY may change at any time at the Credit Union's discretion.
 23. **MINIMUM DEPOSIT AND BALANCE REQUIREMENTS:** There is no minimum deposit required for you to open your Share Draft Account.
 24. **TRANSACTION LIMITATIONS:** No transaction limitations apply to your Share Draft Account.
 25. **DEMAND DRAFTS:** The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.
 26. **POST-DATED SHARE DRAFTS AND CHECKS:** The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

COURTESY PAY

The Credit Union recognizes that sometimes you may overdraw your Share Draft Account. In such cases the Credit Union may decide to honor drafts and/or ACH items for which there are insufficient funds. This is the Credit Union's Courtesy Pay service. The Credit Union provides the Courtesy Pay as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

The Credit Union may honor overdrafts, including ACH items, as long as you are in good standing with the Credit Union, and the share draft account has been opened at least six (6) months. When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee. If we honor multiple overdrafts, we may honor them in any order at the Credit Union's option or return any such items.

The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$300, exclusive of Courtesy Pay and other Credit Union fees.

When the Credit Union honors overdraft items, you must either deposit funds or apply for a loan sufficient to cover such overdraft plus fees immediately, but in no case more than fifteen (15) days from the date of notice sent to you. If you fail to cover the total overdraft amount within fifteen (15) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for Courtesy Pay service as described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Courtesy Pay service.

The Courtesy Pay service is a discretionary privilege offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Pay service, you must inform the Credit Union by sending written notice to the Credit Union.

Your notice should be sent to the Credit Union at 435 W. Mission Blvd., Suite 100, Pomona, CA 91766, Attn: Member Services.

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. You must be a member in good standing to maintain any account.
2. All Accounts (except Share Draft Accounts) are not transferable except on the records of INLAND EMPIRE CREDIT UNION.
3. We may endorse checks for you which we receive for deposit.
4. All non-cash payments received for credit to any account are credited subject to final payment. Your right to withdraw funds represented by certain checks or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. Please refer to the Credit Union's Disclosure of Delayed Availability of Deposited Funds for further details.
5. All account statements will be sent only to your address of record. You shall exercise reasonable care and promptness in reconciling your statement, but in all cases within the applicable time limits set forth in the Uniform Commercial Code or you are precluded from any objection against us. Keep the Credit Union informed of your current address to ensure current mailing of statements.
6. We may pay out funds or transact business pertaining to any account with the signature of any one (1) of the account owners or the signature of any designated agent. If we receive

- written notice from an owner that withdrawals in accordance with the terms of the account should not be permitted, we may refuse, without liability, to pay any sums on deposit pending a determination of the rights of the owners. Further, if there is more than one owner and there is a conflict between owners, we may require the signatures of all owners.
7. You or we may terminate your account at any time. You understand, however, that your authority to us may not be changed or terminated except by written notice to us which will not affect prior transactions. You understand that it is our policy that so long as you have an outstanding loan balance, you may not close out your share account with us.
 8. You understand that Individual, Joint, Trust, and Pay-on-Death accounts are subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
 9. We are not responsible for items lost while not in our possession.
 10. California law states that inactive balances must be turned over to the State (escheated) after a period of 3 years if you have not:
 - A. Increased or decreased the amount of any of your account(s) with us or presented an appropriate record of crediting dividends or cashed a dividend check from any of your accounts with us; or
 - B. Corresponded in writing or electronically with us concerning any of your accounts with us; or
 - C. Otherwise indicated an interest in any of your accounts with us as evidenced by a memorandum on file with us.

To recover funds turned over to the state, you must file a claim with the state.
 11. You agree that by signing any account Membership Invitation, IRA Agreement or Share Certificate, you are also subject to the terms and conditions of the form of account (as described below and as stated on the Membership Invitation) which you have selected. The terms and conditions stated on the account Membership Invitation, Share Certificate, or any IRA Agreement you sign are fully incorporated by reference herein.
 12. Please refer to our Fee Schedule and Rate Schedule as they apply to all accounts. We shall debit such fees from any account you own (except an IRA Account), if there are insufficient funds available, the fees are payable on demand, and for Share Draft Accounts, will be treated as an overdraft.
 13. Any payment made by us on your account in good faith and in reliance on the terms and conditions of this Truth-in-Savings Disclosure and Agreement and Membership Invitation shall be valid and discharge us from liability.
 14. Ownership of the account will be established by the most recent Membership Invitation or other document(s) evidencing such accounts. A different form of ownership may be established by executing a new Membership Invitation.
 15. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any make or payee or the funds are otherwise deposited into an account in which you have an interest.
 16. You agree that we will not be responsible to you for any damages you may incur in the event you deposit an item with us which is later returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by a prior endorser.
 17. If we are served with a restraining order, garnishment, writ of execution or attachment, tax levy or other legal process with which we must by law comply, we will, to the extent permitted by law, notify you accordingly.
 18. If we receive a Writ of Attachment within the first hour we are open, we must reverse any checks deposited the night before if needed to achieve full balance.
 19. **SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS:** The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed.

This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the backside of the check when it is facing you) can be used by you for endorsements or any other markings.

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

In the event that you draw any check on your Account(s) with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.
 20. You authorize us to gather whatever credit, Share Draft Account and employment information we consider appropriate from time to time. You understand that this will assist us in determining your initial and ongoing eligibility for an Account. You authorize us to give information concerning our experience with you to others.
 21. In the event that a negative balance is created in any of your Share or Share Draft Accounts (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) you understand and agree that we may transfer funds to such Account from any other Share, Share Draft Account or Line of Credit Account (excluding IRA Accounts), including Account(s) upon which you are a joint owner, in an amount equal to the negative Account balance.
 22. You must be a member in good standing to maintain any savings, checking and/or loan Accounts. We may report information about your Account to credit bureaus. Late payments, missed payments, negative balances, or other defaults on your Account may be reflected in your credit report.
 23. In the event that a money order, cashier's, teller's, or certified check is lost or stolen, you must execute and deliver to us a written Stop Payment Request and Indemnification Agreement and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Stop Payment Request and Indemnification Agreement is not enforceable until the later of: (1) the time the Stop Payment Request and Indemnification Agreement is properly delivered to us, or (2) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the attempting to, or stopping payment on such check. You agree to indemnify us for any loss or claim occasioned by our attempting to, or making, your stop payment.
 24. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Account must be commenced within one year after the cause of action occurs.
 25. **COLLECTION ITEMS:** Some items, such as items subject to processing delays (e.g., insurance drafts, returned substitute checks and foreign items), cannot be credited to your Account until we receive the funds. On such items, we will tell you this and give you an estimate of the time it will take to receive the funds. When funds are received, we will notify you and immediately credit your Account for that amount minus any service charge levied by a third party. Refer to our current Fee Schedule.

26. If you voluntarily give information about your Account (such as your routing number and your Account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your Account initiated by the party to whom you give the information is deemed authorized.
27. **LOST ITEMS FOR DEPOSIT OR ENCASHMENT:** We act only as your collection agent when receiving items for deposit or encashment. You should be aware that we reserve the right to reverse the credit for any deposited item or charge your Account for cashed items should they become lost while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost items by providing us with such information and other assistance as we request. We may charge your Account when a photocopy of a check you have written is presented to us for payment in place of a lost original, unless a stop payment order is in effect for the check.
28. **ACCOUNT SERVICES FOR MINORS:** The Credit Union may, from time to time, elect to offer and/or provide minors with access to their Credit Union funds via Share Draft Accounts and/or debit cards. In such cases, the Credit Union recognizes that minors cannot be legally bound by the wording in the related contractual Account agreements. An adult joint owner may be required and will be the responsible party for the Account.
29. **TERMINATION / RESTRICTION ON ACCOUNTS:** Consistent with the Credit Union's bylaws, your Account or other relationship with us may be terminated by you or by us at any time and without previous notice. Closure of an Account will not affect your obligation to pay any outstanding balances or charges owed. We may terminate the Account by mailing you a notice (prior to or immediately after closing the Account) and/or a check for the Account balance. Thereafter, the funds will stop earning interest (even if the check is returned or remains un-cashed for any reason).
- Your Account(s) may also be terminated or closed by us at any time, without prior notification, if it has a zero balance, for a period greater than three months. The Credit Union also reserves the right to close your Account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your Account; (2) there is a dispute as to the ownership of the funds in the Account; (3) your Account checks are lost or stolen; (4) there are excessive returned unpaid items; or, (5) there has been any misrepresentation, deliberate manipulation or any abuse of your Account. Manipulation includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment.
- We reserve the right to suspend or deny all services, close your Account and, if appropriate restrict your access to Credit Union premises if you fail to conduct your business with the Credit Union in a civil and business-like way. Violence, or threats of violence, against Credit Union staff, volunteers or other Members will not be tolerated.
- You may terminate any Account at any time by notifying us in writing at the Credit Union, or by informing us in person at the Credit Union, but such notice will not affect any prior transactions on any Account. The Credit Union is not responsible for payment of any check, withdrawal or other item once any Account is terminated; however, if the Credit Union pays any items after termination, or if any Account is terminated due to overdraft, you agree to reimburse the Credit Union for any payment or overdraft.
30. Address change requests must be in writing and may require authorization from the Primary Account Owner.
31. If a check or other item which we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.
32. **WITHDRAWALS, PRIOR WRITTEN NOTICE REQUIREMENT:** The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of Shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.
33. **DISPUTES:** If there is a dispute about ownership or control of an Account, the Credit Union may place a hold on the Account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the Account.
34. **NOTICE:** Notice to one owner shall constitute notice to all persons authorized to have access to the Account.
35. **ENFORCEMENT OF LIENS:** All funds in an Account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set-off and charges, notwithstanding the source of the constitution.
36. **NOTIFICATION OF CHANGES:** The right or authority of the Credit Union under an Account Agreement shall not be changed or terminated by the Account Holder(s), except by written notice to the Credit Union, which written notice shall not affect transactions previously made. All parties to an Account Agreement shall keep the Credit Union informed of any change in their address(es).
37. **WAIVER OF CERTAIN RIGHTS:** The Credit Union reserves the right to waive the enforcement of any of the provisions of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this Agreement.
38. **SECURITY INTEREST:** Each and every owner of this/these Account(s) shall be jointly and severally liable for any and all losses and damages to the Credit Union occasioned by any owner. Further, each and every owner pledges as collateral for any loss or damage suffered by the Credit Union all funds on deposit (except funds held in IRAs) with the Credit Union along with any other collateral pledged either currently or in the future for any loan, and if the owner's have or will have from the Credit Union. This pledge of collateral is meant to secure the payment of all debts and obligations each owner owes to the Credit Union either currently or in the future. However, this cross collateral provision does not apply to any loan secured by any owner's principle residence or any other real property that an owner now owns or may hereafter acquire. In the event any owner does not repay his/her debt, obligation or loss, all owners authorize the Credit Union to apply, without notice, any and all such shares or deposits to the debt, obligation or loss and/or obtain possession of the collateral, sell same pursuant to applicable law and apply the proceeds to the debt, obligation or loss.
39. **AMENDMENTS:** The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, POS Cards or designated accounts.
40. **WAIVER OF RIGHTS:** The Credit Union can delay enforcing any of the provisions under this Agreement or the law any

number of times without losing its right to enforce them at a later date.

41. OTHER AGREEMENTS: Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.
42. SEVERABILITY: If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
43. Federal law requires that we obtain and have certified by you a Social Security Number (SSN) on all accounts. We will not open an account without this number. For any additional information on this requirement, read "Instruction to Payer's Request for Number and Certification (IRS form W-9)."
44. REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS: During any month, you may not make more than six withdrawals or transfers from your Money Market or Share Accounts to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as Audio Response, Home Banking, fax or personal computer) order or instruction. You may make an unlimited number of withdrawals from, or transfers among, your Money Market or Share Accounts by mail, messenger or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Money Market or Share Accounts through Audio Response or Home Banking if you request that we send you a check.

Transfers in excess of the above limitations may not be honored.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS

1. If there is more than one owner, all agree with each other and with us that all sums now paid in on shares or hereafter paid in on shares by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and regardless of their net contributions shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge the Credit Union from any liability.
2. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
4. You understand that you are pledging any and all of the shares on deposit in the account (except IRAs) as collateral security for any loans subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.

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

If you have made a pay-on-death (P.O.D) designation, all sums are payable on request to you during your lifetime and upon your death to your designated P.O.D. payee(s) or if the account is jointly owned, to one or more account owner(s), during their lives and on the death of all of them to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.

TERMS AND CONDITIONS APPLICABLE TO ALL CUSTODIAL ACCOUNTS

1. The custodian is opening an account as custodian for the minor named on the Membership Invitation or Youth Account Application or Share Certificate under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the

Membership Invitation or Youth Account Application or Share Certificate, which transfer shall be deemed to include all dividends and any future additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.

2. You acknowledge that by signing the Membership Invitation or Youth Account Application or Share Certificate, you have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act.
3. The successor custodian named in the Membership Invitation or Youth Account Application or Share Certificate shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.

DISCLOSURE OF DELAYED AVAILABILITY OF DEPOSITED FUNDS

Our policy is to make funds from your deposits available to you on the first business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day, after hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day after the day of deposit.

If we are not going to make all the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is made at an ATM or night drop (not directly to an employee), or if we decide to take this action after you have left the premises, we will mail you the notice the day after we receive your deposit. Deposits to a non-proprietary ATM or CU Service Center Shared Branch location will not be available for two (2) business days. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe the collectibility of a check you deposited is doubtful.
- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have had a negative balance on 6(six) or more banking days in the previous 6(six) months, or would have had a negative balance had checks been paid, or on 2(two) or more banking days in the last 6(six) months account was negative in the amount of \$5,000 or more, or would have been had checks been paid.
- There is an emergency, such as failure of communications or computer equipment or natural disaster.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

OTHER METHODS OF HOLDS ON FUNDS

Holds on Other Funds (Check Cashing):

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

Holds on Other Funds (Other Account):

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

SECTION II ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

This Agreement and Disclosure ("Disclosure") sets forth the terms and conditions for Electronic Funds Transfer Services which are or may be made available by INLAND EMPIRE CREDIT UNION ("Credit Union"). It defines your rights and responsibilities and those of the Credit Union with respect to any Electronic Funds Transfers. Please read it carefully before using your ATM/POS Card or VISA Debit Card or effecting any other kind of Electronic Funds Transfer.

PURPOSE OF DISCLOSURE: This Disclosure contains the terms, conditions and disclosures with respect to Electronic Funds Transfers. You understand that the agreements, rules and regulations applicable to your Regular Share Account, Share Draft Account and any other Account (collectively "Accounts") you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

APPLICATION OF THIS AGREEMENT AND DISCLOSURE: This Disclosure applies to any Electronic Funds Transfer made to or from your Account(s) through the use of your ATM/POS Card or VISA Debit Card at any authorized ATM, through the use of your Personal Identification Number (PIN) in conjunction with your ATM/POS Card or VISA Debit Card, or the use of your ATM/POS Card or VISA Debit Card without your PIN, the Touchtone Teller Audio Response Service, Home Banking or by pre-authorized deposit or by pre-authorized payment.

DEFINITIONS: In this Disclosure the words "you", "your" and "yours" refer to the party causing an Electronic Funds Transfer. The words "we", "us", "our" and "Credit Union" refer to INLAND EMPIRE CREDIT UNION. The word "Card" means the ATM Card or VISA Debit Card issued to you by the Credit Union. The word "ATM" means an Automated Teller Machine. The word "EFT" means any Electronic Transfer of Funds other than by check or other paper instrument that is initiated through an electronic terminal, telephone, computer, magnetic tape or other

communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an Account. The word "PIN" means a Personal Identification Number which enables you to effect transactions via ATM, Touchtone Teller Audio Response Service or Home Banking Service. The word "POS" means Point-of-Sale which represents transactions that directly debit (withdraw funds from) your Share Draft Account only, including your use of the Card as a debit card.

AUTOMATED TELLER MACHINE (ATM) AGREEMENT TO BE BOUND: Requesting, retaining, using or permitting another person to use your ATM/POS Card or VISA Debit Card or PIN constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and Agreement and binds you to all the rules and regulations governing the use of an authorized ATM or making an Electronic Funds Transfer. Your ATM card can only be used with your PIN. If your ATM is lost or stolen, it cannot be used unless the PIN is provided.

DISCLOSURES APPLICABLE TO ATM/POS CARDS

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

- Make deposits to your Share or Share Draft Account;
- Withdraw cash from your Share or Share Draft Account;
- Transfer funds between your Share and Share Draft Accounts;
- Make point-of-sale payments for goods and services to others from your Share Draft Account; and
- Account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS: You may make ATM/POS cash withdrawals up to \$300 each 24-hour period as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

DISCLOSURES APPLICABLE TO VISA DEBIT CARDS

TRANSACTIONS: Purchases made above the floor limit of the merchant will require an authorization number from VISA. You may make VISA Debit Card transactions up to \$1000 in each 24-hour period as long as your available balance will cover the transaction.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA Cards;
- Make point-of-sale payments for goods and services to others from your Share Draft Account; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept VISA Debit Cards.
- Make payments for goods or services from your Share Draft at places that accept VISA Debit Cards.
- Order goods or services by mail or telephone from places that accept VISA Debit Cards; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

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

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

If you authorize us to issue an ATM Card or VISA Debit Card or PIN (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that person to withdraw funds from any account which can be accessed by the ATM Card or VISA Debit Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM Card or VISA Debit Card.

OTHER TERMS FOR USE OF THE VISA DEBIT CARD ONLY: When you use the VISA Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal, or to obtain cash, you use it as a debit card and it works like a check you write on your account. Your VISA Debit Card is not a credit card. This means you may not defer payment of VISA Debit Card transactions.

You may not stop payment on a VISA Debit Card transaction. If you have a dispute with a merchant, you may have to settle directly with the merchant. You agree to indemnify us if the merchant misrepresents the quality, price or warranty of goods or services you pay for using your Card and we become liable to the merchant for payment of the goods or services.

MAKING ELECTRONIC FUNDS TRANSFERS AT ATM: You agree to follow the instructions posted, displayed or otherwise given for use at an authorized ATM .

DOCUMENTATION: You can get a receipt at the time you make any Electronic Funds Transfer to or from your Account at an ATM or point-of-sale terminal. You can also receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance.

CONFIDENTIALITY OF PIN: Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the Card or PIN is lost or stolen.

As a precaution you should not write your PIN on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN. Never let anyone watch you use your Card or PIN at any ATM.

REFUSAL TO HONOR CARD: The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

OWNERSHIP OF THE ATM/POS CARD OR VISA DEBIT CARD: The Card remains the property of INLAND EMPIRE CREDIT UNION and you agree to surrender the Card to us upon demand or through retrieval by any authorized ATM or merchant or financial institution.

LOST OR STOLEN CARD OR PIN: If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (909) 865-2655 or write us at Inland Empire Credit Union, 435 W. Mission Blvd., Suite 100, Pomona, California 91766. ATTN: Card Services Dept.

ATM FEES AND CHARGES: Your ATM card service is subject to certain fees and charges.

All fees and charges associated with Electronic Fund Transfer Services are set forth in the accompanying FEE SCHEDULE, receipt of which, with this Disclosure you acknowledge.

RENEWAL OF CARD: For your protection, your Card is issued with an expiration date. If your account is active and in good standing, upon expiration of your Card, we may issue you a renewal Card. We will not issue a renewal Card if your account is not in good standing or if there has been no ATM activity on your account within six(6) months prior to expiration of your Card.

GAMBLING: You may not use your Card or PIN for any illegal activity or transaction. Further, you may not utilize your card or PIN to effect the purchase of any goods or services on the internet that involve gambling of any sort. Such transactions include, but are not limited to, any quasicash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or a transaction described in this paragraph is approved and processed, you will still be responsible for such charge.

OVERDRAFT LINE OF CREDIT: If you have an overdraft line of credit in conjunction with your Share Draft Account, then you may use that line of credit to fund any overdraft on your Share Draft Account, or your Regular Prime Share Account. However, if you do overdraw, you authorize us to cover the overdraft as follows:

- (a) Overdrawn Share Draft Account: Make a cash advance from your line of credit if any, or withdraw funds from your Regular Prime Share Account, or make a withdrawal from any other accounts on which you are a joint owner.
- (b) Overdrawn Regular Prime Share Account: Make a cash advance from your line of credit, if any, or make a withdrawal from any other accounts on which you are joint owner.
- (c) Overdrawn Line of Credit: Withdraw funds from your Regular Prime Share Account, Share Draft Account, or other accounts on which you are a joint owner.

If no funds are available, you will repay, upon demand, any overdraft in addition to collection costs, reasonable attorney's fees, court costs, and any other charges incurred.

FOREIGN TRANSACTIONS (VISA Debit Card): Purchases, cash advances and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date plus 1%. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the differences. The Credit Union has no control over the conversion rate.

SAFETY TIPS FOR USING THE ATM

The automated teller machine ("ATM") provides you quick, convenient access to your money. By following these important safety tips, you can safely use the ATM whenever you need cash.

- Always use a Deposit Slip from your Share Draft Account when making a deposit at an ATM.
- Memorize your Personal Identification Number (PIN). Do not write your PIN on your Card or leave it in your wallet. Your card can only be used with your PIN. If your card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect

unauthorized use of your card, notify the Credit Union immediately.

- Keep your Card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, notify the Credit Union immediately.
- When using the ATM at night, be sure you are in a well-lighted area. If someone in the area looks suspicious, choose another ATM in a safer location. Notify the proper authorities; police, sheriff and the Credit Union.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your Card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area, at once. Notify the Credit Union as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your Card Account to strangers or inquirers on the telephone. Communicate this information only to the Credit Union in person.

DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS

If you have arranged to have pre-authorized electronic deposits of your payroll deductions, pension checks, or other recurring payments, (for example, Social Security payments), the following provisions apply to you.

ACCOUNT ACCESS: Pre-authorized deposits may be made to your Account(s).

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS: If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your Account at least once every sixty (60) days, the third party making the pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your Account. If you have not made such an arrangement you may telephone us at (909) 865-2655 and we will advise you whether or not the pre-authorized deposit has been made.

DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES

If you have requested a pre-authorized payment from your Account such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you.

RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT:

INITIAL AUTHORIZATION: You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.

NOTICE OF VARYING AMOUNTS: If your pre-authorized payment varies in amounts, the party who will receive the payment is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

RIGHT TO STOP PRE-AUTHORIZED PAYMENT: If you want to stop any pre-authorized payment, here's how:

Call us at (909) 865-2655 or write us at INLAND EMPIRE CREDIT UNION, 435 W. Mission Blvd., Suite 100, Pomona, CA 91766, in

time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. The stop payment order will apply only to that particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment arrangement has been terminated. We may ask for a copy of the termination notice which you must provide to us within 14 days of our request.

OUR LIABILITY FOR FAILURE IN WRITING TO STOP PAYMENT: If you order us to stop your pre-authorized payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

TRANSACTIONS AVAILABLE: You may use your ACH services to perform the following transactions:

- Make deposits to your Share or Share Draft Account;
- Pay bills directly from you Share or Share Draft Account in the amounts and on the days you request.
- Authorize a merchant to convert your Share or Share Draft Account Number to an electronic fund transfer, initiating a debit to your Share Draft Account for the amount or purchase; and
- Authorize a merchant to debit your Share Draft Account for returned check fees or returned debit entry fees.

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

DISCLOSURES APPLICABLE TO AUDIO RESPONSE BY TELEPHONE (TOUCH TONE TELLER) AND HOME BANKING

If you requested and have been approved for use of the INLAND EMPIRE CREDIT UNION Touchtone Teller (Audio Response Service) or Home Banking the following provisions apply to you.

You may use a touch tone phone (Audio Response) or a computer (Home Banking) with a PIN to access your accounts. To use Inland Empire Credit Union Home Banking you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

TRANSACTIONS AVAILABLE: You may use Audio Response and/or Home Banking to:

- Obtain account and loan balances;
- Obtain clearance of specific checks;
- Request a withdrawal from your Share or Share Draft Account;
- Transfer funds between your Share and Share Draft Accounts and Line of Credit;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your Share and Share Draft Accounts; and
- Make loan payments.
- Download transaction information to personal financial management software from Share and Share Draft Account; (Home Banking only)

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

Transactions made through Audio Response and Home Banking are binding only after verification by the Credit Union.

LIMITATIONS: The total dollar amount of each transaction via Audio Response and Home Banking are subject to limits set by the Credit Union and sufficient verified funds must be available to satisfy your transaction instruction.

You understand all Share withdrawals and Share Draft withdrawals will be made payable to the first named member on the Account and mailed **ONLY** to the address on file.

Check requests made Monday through Friday will be mailed the next business day.

Checks requests made on Saturday or Sunday will be mailed the next business day.

All checks will be printed during the day and before the close of each Credit Union business day.

STOP PAYMENTS: You cannot stop payment on a transfer initiated through Audio Response or Home Banking once it has been completed by you.

ACCESS TO ACCOUNTS: You understand that you are responsible for the safekeeping of your PIN provided by the Credit Union and for all transactions by use of Audio Response or Home Banking.

POSTING OF TRANSACTIONS: Transactions made on any business day are posted immediately. Transactions made on weekends or holidays are posted to your account immediately and are recorded, for purposes of dividend calculations, at the time posted to your account.

MEMBER ACCESS AND RESPONSIBILITY: When you instruct us through Audio Response or Home Banking to transfer funds between your accounts you authorize us to withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds from an account with insufficient funds to complete the transaction.

CONFIDENTIALITY OF PIN: You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the PIN is lost or stolen. If you disclose your PIN to anyone, you understand that you have given them access to your Accounts via Audio Response or Home Banking and that you are responsible for any such transaction. You further understand that your PIN is not transferable.

If the wrong PIN is entered five (5) times consecutively, the Audio Response or Home Banking will hang-up as a security measure.

DISCLOSURES APPLICABLE TO ALL ELECTRONIC FUNDS TRANSFER

INFORMATION DISCLOSURE TO THIRD PARTIES: The Credit Union will disclose information to third parties about your Account(s) or the transaction you engage in:

1. Where it is necessary for completing transactions, or
2. In order to verify the existence and conditions of your Account(s) for a third party such as a credit bureau or merchant, or
3. In order to comply with a governmental agency or court order, subpoena or other legal process, or
4. If you give us your written permission, or
5. At our discretion to our affiliates.

PERIODIC STATEMENTS AND DOCUMENTATION: At least quarterly, you will receive a statement for each Account which may be accessed by an Electronic Funds Transfer. You will get a statement of Account each month in which you made a reportable Electronic Funds Transfer or in which a pre-authorized deposit is made.

You will receive a receipt when you complete a transaction at a VISA, POS or ATM terminal (at some terminals, a receipt will be available, but must be requested).

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS: Telephone us at (909) 865-2655 or write us at INLAND EMPIRE CREDIT UNION, 435 W. Mission Blvd., Suite 100, Pomona, California 91766 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared.

1. Tell us the name and Account number.
2. Describe the error or transaction you are unsure about and

explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may choose not to provisionally credit your account during the additional time that may be required to investigate your complaint or question.

EXCEPTION: We have up to twenty (20) business days to investigate and provisionally credit your account if the notice of error involves an Electronic Funds Transfer to or from an account within thirty days after the first deposit to the account was made (i.e. a new account). For new account transactions, or foreign-initiated transactions, or transactions resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), we may take up to 90 calendar days to complete our investigation.

ATM/POS CARD OR VISA DEBIT CARD EXCEPTION: We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers other than cash disbursements at an ATM. Except that if we determine that the circumstances or your account history warrant a delay, you will receive credit within ten (10) business days.

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

DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS: Tell us AT ONCE if you believe your VISA Debit Card, PIN used with your ATM/POS Card or VISA Debit Card or Audio Response Service or Home Banking PIN (collectively "PIN") has been lost, stolen or discovered by an unauthorized person, or if you believe that someone may have used your Card or PIN without your permission or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your designated Account(s), plus funds in your other Accounts, if applicable. Call (909) 865-2655 or write us at INLAND EMPIRE CREDIT UNION, 435 W. Mission Blvd., Suite 100, Pomona, California 91766. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Card, Code or other means, tell us AT ONCE. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission.

We may require you to provide a written statement regarding claims of unauthorized transactions.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you authorize someone else to use your Card and/or PIN you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction(s) exceeds what you authorize.

BUSINESS DAYS: Our business days are Monday through Friday, excluding holidays.

EXCEPTION FOR CERTAIN VISA DEBIT CARD TRANSACTIONS: Notwithstanding the above, you will have no liability for unauthorized VISA Debit Card transactions that are processed through VISA. If a VISA Debit Card transaction at an ATM is not processed through VISA (such as a cash withdrawal from your checking account) this exception will not apply.

NOTICE REGARDING NON-VISA PINLESS DEBIT CARD TRANSACTIONS: We allow non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN to authenticate your transactions.

The non-Visa debit network for which such transactions are allowed is CO-OP, Plus and Star systems.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

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

Please be advised that the terms and conditions of your agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If you have any questions about non-Visa debit transactions, please give us a call at (909) 865-2655.

*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

CREDIT UNION LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS: If we do not properly complete an Electronic Funds Transfer to or from your Account(s) on time or in the correct amount according to our agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, your Account(s) does not contain enough money (or sufficient collected funds) to complete the transaction.
2. If your Account is frozen because of a court order or a similar reason.
3. If the authorized ATM or other Electronic Funds Transfer System does not have enough cash.
4. If the authorized ATM equipment or other Electronic Funds Transfer System was not working properly and you knew about the breakdown when you started the transaction.
5. If your Card or PIN has been reported lost or stolen and we have blocked the Account(s).
6. If the circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
7. If your Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN has been repeatedly entered incorrectly.

8. If your Card is retrieved or retained by an ATM.
9. If the failure to complete the Electronic Funds Transfer is done to protect the integrity of the system and/or to protect the security of your Accounts.
10. If we receive incorrect or incomplete information from a government agency, an automatic clearing house, or any other parties or entity.
11. You are in default on an account you are attempting a transfer.
12. You fail to properly follow Audio Response or Home Banking instructions on how to make a transfer or payment.
13. You fail to authorize a payment soon enough for the payment to be made, transmitted, received or credited by the payee.
14. There is a malfunction in your personal computer, browser and/or software.
15. The transfer could not be completed due to system unavailability or a telecommunication failure.
16. There may be other exceptions.

CHARGES FOR ELECTRONIC FUNDS TRANSFER SERVICES: All charges for use of our Electronic Funds Transfer are disclosed in our Fee Schedule, which is provided with this Disclosure and Agreement. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If funds from your account have been transferred via ACH where you have provided a paper check or check information to a merchant or other payee to capture the routing, account and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

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

ACCOUNT ACCESS: Electronic Check Transactions may be made from your Share Draft Account only.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS: You may make Electronic Check Transactions only to the extent that you have available clear funds in your Share Draft Accounts or available funds in your designated overdraft sources.

OVERDRAFT LINE OF CREDIT: You understand that if you have an overdraft line of credit account in conjunction with your Share Draft Account, that you may use that line of credit to fund any overdraft on your Share Draft Account including overdraft caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraft your Share Draft Account, from your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Share Draft Account by making a cash advance from your line of credit account, if any.

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

TERMINATION AND AMENDMENT: The Credit Union may terminate your rights to use authorized ATMs or to make Electronic Funds Transfers at any time or cancel any or all Electronic Funds Transfer Services at any time. The Credit Union may amend, modify, delete or change any term of this Disclosure. Amendments to this Disclosure will be effective when indicated and will be mailed to you. You may by written notice to us and by actually discontinuing use of the Electronic Fund Transfer Service ("Electronic Services"), terminate any or all Electronic Services

provided by the Credit Union. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We may suspend or terminate any or all of your Electronic Services if there are insufficient funds in any one of your accounts or if any of your accounts is not in good standing. Termination of Electronic Services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

ADDITIONAL DISCLOSURES APPLICABLE TO ACH AND WIRE TRANSFERS

This Agreement and Disclosure is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of California. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association rules. These rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

PROVISIONAL PAYMENT DISCLOSURE: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NOTICE DISCLOSURE: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

FUNDS TRANSFER CUT-OFF TIME: The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 p.m. (PST) on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received after the next funds transfer business day and processed accordingly.

CHOICE OF LAW DISCLOSURE: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

GENERAL PROVISIONS

VERIFICATION: Any and all transactions are subject to verification. The Credit Union will acknowledge transactions only after such verification is made.

DISCLOSURE CONTROLS: Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this disclosure and something said by one of our employees, you agree that this disclosure controls.

APPLICABLE LAW: Except as governed by Federal law, this Agreement shall be construed and governed in accordance with the laws of the State of California.

PRIOR AGREEMENTS: All agreements applicable to your various Accounts, Share Certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the ATM/POS Card or VISA Debit Card, PIN, Audio Response Service or Online PIN except that if any such Account is an Account requiring two or more signatures, all signature requirements are hereby waived by you and any other parties may withdraw funds in connection with a transaction initiated by the use of the ATM/POS Card or VISA Debit Card and PIN, Audio Response or Home Banking PIN and each party agrees to be bound by the transaction.

COLLECTION COSTS: The Credit Union may collect amounts owed to us by you under this Disclosure and you agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees, for enforcing our rights under this Disclosure.

HOLDS ON DEPOSITS: The Credit Union reserves the right to place a "hold" on funds deposited to your Account(s) for a reasonable period of time. You may not withdraw funds in excess of the available funds from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your Account at the time of posting subject to the hold. A copy of the Credit Union's "Disclosure of Delayed Availability of Deposited Funds Policy" can be found in the Truth-In-Savings Disclosure.

