



# BUSINESS AGREEMENTS AND DISCLOSURES

**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

In these Agreements and Disclosures, the reference to "We," "Us," "Our" and "Credit Union" mean ALTAONE FEDERAL CREDIT UNION. The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described in these Agreements and Disclosures. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. For joint accounts, read singular pronouns in the plural.

## ALTAONE FEDERAL CREDIT UNION MEMBERSHIP

To apply for membership with AltaOne Federal Credit Union You must complete, sign and return an application for membership.

Credit Union membership is granted to applicants within AltaOne Federal Credit Union's common bond as outlined in the Credit Union's Charter.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

## ACCOUNT AGREEMENT

**YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH ALTAONE FEDERAL CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENTS SUCH AS OUR FUNDS AVAILABILITY POLICY, AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

**ACCOUNT OWNERSHIP.** Commercial Accounts will only be opened by the Credit Union if any documentation We may request and that is subsequently presented by You to the Credit Union is in a manner acceptable to Our policies. The ownership status and titling of Your Account is determined by the legal structure of the business establishing such Account and will fall into one of the following categories. It is Your responsibility to determine and understand any legal effects related to this type of Account.

the Credit Union has not received actual notice of Your death prior to such payment being made. If You are doing business under an assumed name, You represent that You have properly filed all required paperwork as set out in the laws for the state in which You are organized to do business. It is Your responsibility to determine and understand any legal effects related to this type of Account.

- **SOLE PROPRIETORSHIP ACCOUNTS** - A sole proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity.
- **PARTNERSHIP ACCOUNTS** - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- **LIMITED PARTNERSHIP ACCOUNTS** - A limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (general partners), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).
- **LIMITED LIABILITY PARTNERSHIP (LLP) ACCOUNTS** - A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.
- **LIMITED LIABILITY COMPANY (LLC) ACCOUNTS** - A limited liability company is a company statutorily authorized in certain states that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- **CORPORATION ACCOUNTS** - A corporation is an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.
- **NON-PROFIT CORPORATION ACCOUNTS** - A non-profit corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- **UNINCORPORATED NON-PROFIT ASSOCIATION ACCOUNTS** - An unincorporated non-profit association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.

**ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS.** If Your Account is established as an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so and You understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account.

**PAYMENT OF ACCOUNTS.** Except payees named on any check or other item drawn on Your Account, such Account may only be paid to You and not any director, shareholder, partner or authorized signer as may be applicable.

**AUTHORIZED SIGNERS.** If You establish Your Account with authorized signers, or You subsequently appoint any authorized signers, You understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

**ARBITRATION AND WAIVER OF CLASS ACTION RELIEF. IN THE EVENT OF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE AGREEMENTS AND DISCLOSURES, OR THE BREACH THEREOF, AND ANY OTHER AGREEMENT, ACCOUNT, PRODUCT, OR SERVICE YOU HAVE WITH THE CREDIT UNION, WHETHER NOW OR IN THE PAST (EXCEPT FOR ANY CREDIT SUBJECT TO THE MILITARY LENDING ACT, OR A CONSUMER CREDIT TRANSACTION SECURED BY YOUR DWELLING, INCLUDING A HOME EQUITY LINE OF CREDIT SECURED BY YOUR PRINCIPAL DWELLING), WE MAY, AT OUR OPTION, PURSUE OUR REMEDIES BY FILING A LEGAL ACTION TO RECOVER ANY AMOUNTS OWED UNDER THESE AGREEMENTS AND DISCLOSURES, OR WE MAY INITIATE ARBITRATION PROCEEDINGS.**

**IN THE EVENT OF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE AGREEMENTS AND DISCLOSURES, OR THE BREACH THEREOF, AND ANY OTHER AGREEMENT, ACCOUNT, PRODUCT, OR SERVICE YOU HAVE WITH THE CREDIT UNION, WHETHER NOW OR IN THE PAST, YOU MAY, AT YOUR OPTION, PURSUE YOUR REMEDIES THROUGH BINDING ARBITRATION TO RECOVER ANY AMOUNTS OWED UNDER THESE AGREEMENTS AND DISCLOSURES.**

**IF ANY PARTY ELECTS ARBITRATION AS A MEANS TO RESOLVE ANY SUCH CONTROVERSY OR CLAIM, SUCH ARBITRATION SHALL BE**

**SOLE PROPRIETORSHIP ACCOUNTS.** If Your Account is established as a sole proprietorship Account, You warrant that You are the sole owner of Your business and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. You shall take all action necessary so that in the event of Your death, Your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of Your Account provided

## ACCOUNT AGREEMENT (continued)

ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE HEARD BY A SINGLE ARBITRATOR. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH OUR PRINCIPAL OFFICE IS LOCATED, AND ARBITRATION SHALL TAKE PLACE IN THE AREA IN WHICH OUR PRINCIPAL OFFICE IS LOCATED. TIME IS OF THE ESSENCE FOR ANY ARBITRATION DESCRIBED ABOVE. ARBITRATION HEARINGS SHALL TAKE PLACE WITHIN 90 DAYS OF THE REQUEST FOR ARBITRATION, AND AWARDS SHALL BE RENDERED WITHIN 60 DAYS OF THE CONCLUSION OF THE ARBITRATION PROCEEDINGS. ARBITRATOR(S) SHALL AGREE TO THESE LIMITS PRIOR TO ACCEPTING APPOINTMENT. THE ARBITRATORS WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS MAY BE REQUIRED BY STATUTE. THE ARBITRATOR(S) SHALL AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED BY THE ARBITRATORS, ALL OF THEIR COSTS AND FEES. "COSTS AND FEES" MEAN ALL REASONABLE PRE-AWARD EXPENSES OF THE ARBITRATION, INCLUDING THE ARBITRATORS' FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES, OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES, AND ATTORNEYS' FEES. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

ALL PARTIES HEREBY WAIVE AND GIVE UP ALL RIGHTS TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.

IF YOU WOULD LIKE TO OPT-OUT, THAT IS, IF YOU WOULD PREFER NOT TO PARTICIPATE IN THIS ARBITRATION AND WAIVER OF CLASS ACTION RELIEF PROVISION, YOU MAY OPT-OUT BY WRITING TO US AT COMPLIANCE – OPT OUT, P.O. BOX 1209, RIDGECREST, CA 93556, AND INFORMING US OF YOUR INTENTION TO OPT-OUT. ANY SUCH OPT-OUT MUST BE RECEIVED BY US NO LATER THAN THE 30TH DAY FOLLOWING THE DATE IN WHICH THESE AGREEMENTS AND DISCLOSURES WERE PROVIDED TO YOU, AND CONTAIN YOUR TRUE AND ACCURATE NAME, ADDRESS, ACCOUNT NUMBER, AND LIVE SIGNATURE.

**POWER OF ATTORNEY.** If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

**DEPOSIT OF ITEMS.** You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any Check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a Returned Check Fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

All non-cash items received as deposits to shares/savings will be credited subject to final payment. Non-cash items include drafts/checks drawn on Us. Any non-cash item You deposit that is refused and returned to Us for non-payment will be deducted from Your Account, sent to You and a fee will be assessed. If funds are not available to cover the returned item, You will be notified. You are responsible for the repayment in full of any returned item. We will accept any amount for credit to Your Share/Savings or Share Draft/Checking Account.

**COLLECTION AND PROCESSING OF ITEMS.** In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means

that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

**OVERDRAFT PROTECTION.** To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account (except for Money Market Draft Accounts) to cover any overdraft. If You have a line of credit with Us, transfers may also be made from Your line of credit up to Your available credit limit to cover any such overdrafts. Any overdraft transfers from any such Account may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

**COURTESY PAY OVERDRAFT.** As permitted by law, You understand and agree that We may, at Our option, provide You with Courtesy Pay Overdraft from time to time and (except for Money Market Draft Accounts) pay certain Share Draft items in order to cover an overdraft. If We elect to do so, You understand that payment will be made at Our sole discretion and in an order of Our choosing, subject to Our Courtesy Pay Overdraft Policy in force at the time of any such overdraft. Payment of any overdraft made in conjunction with Courtesy Pay Overdraft is subject to a fee. You hold Us harmless from any and all liability which might otherwise exist if payment of an overdraft does not occur.

**EXPENSES.** If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

**INACTIVE OR DORMANT ACCOUNTS.** If no activity occurs in Your account within the time period specified by applicable state law, the property in Your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant (any Account with no transactions or correspondence in any period of three consecutive years) and is therefore subject to escheatment in accordance with California law.

**LIEN IMPRESSMENT AND SET-OFF.** You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us.

If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

**NOTICE OF RECEIPT OF ACH ITEMS.** Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

**PROVISIONAL PAYMENT (ACH ORIGATION).** Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

**PROVISIONAL PAYMENT (ACH RECEIPT).** Credit given by Us to You with respect to any 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 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 the amount of such entry.

**CHOICE OF LAW.** We may accept payments on Your behalf for 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. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.** You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us

## ACCOUNT AGREEMENT (continued)

from time to time. The excess of the amount of any fees and charges paid by Us on Your behalf that exceeds the amount that We charge You for those fees and charges will be considered damages and We reserve the right to recover any loss We sustain due to any such fees and charges and/or Your failure to meet the terms of any Agreement You have with Us. The prevailing party in any suit brought because of the breach of terms has the right to attorneys' fees as awarded by the courts. We also have the right to extra damages whenever the law provides for them.

**EXPULSION.** Notwithstanding the terms and conditions contained in the "Suspension Of Services" provision set forth below, We may at Our sole and exclusive option, expel from membership any member of the Credit Union in the event such member places the Credit Union at an undue risk of loss or liability. Such undue risk of loss or liability includes, but is not limited to: (i) default of any loan, credit card, revolving credit line, surety or guaranty in favor of the Credit Union; (ii) any failure to provide immediate replenishment of funds to cover an overdraft on any of Your deposit Accounts, regardless of the manner in which said overdraft may have occurred; (iii) any failure to pay Credit Union fees and/or charges when due; (iv) the commencement of any bankruptcy or insolvency proceedings by or against You; (v) involvement in any check kiting scheme, deposit or attempted deposit of counterfeit checks or other nonnegotiable items, ATM transfers between Accounts that result in overdrafts on both accounts, any theft or attempted theft of funds on deposit at the Credit Union, and any similar criminal activities; (vi) any reasonable belief on Our part that You are involved in an activity that in Our sole opinion is likely to cause a loss to the credit union; (vii) any behavioral acts that We in Our sole and exclusive opinion do not consider to be civil or businesslike, as well as any acts of violence against Our employees, agents or members, whether committed or threatened to be committed, regardless of the justification given for such behavior; (viii) any failure to safeguard Credit Union checks or share drafts, and as a result, multiple and repeated claims alleging theft, loss or unauthorized transactions are submitted to Us (especially when such alleged theft, loss or unauthorized transaction is committed by persons living in Your household); (ix) any failure to safeguard Credit Union issued Cards and personal identification numbers, and as a result, multiple and repeated claims alleging theft, loss or unauthorized transactions are submitted to Us (especially when such alleged theft, loss or unauthorized transaction is committed by persons living in Your household); or (x) use or attempted use of false or forged documents, other false information, or false identities in order to defraud the Credit Union.

**SUSPENSION OF SERVICES.** We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any Check presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a savings balance below the \$25.00 minimum; (c) an unresolved deposited returned Check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; or (g) excessive NSF checks.

**ASSIGNABILITY.** You may not assign or transfer any interest in Your Account.

**AGREEMENTS AND DISCLOSURES.** The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

**STOP PAYMENTS.** You may ask Us orally to stop payment on a Check. For any such request to remain valid, however, You must also supply Us with a written request, including but not limited to requests made through Our AltaOne Online Banking system, within 14 days after You make any such oral request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a Check which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved Check. If We do pay a Check for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a preauthorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request.

**CHECKS AND OTHER ACCOUNT ACCESS DEVICES.** Any Check or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

**POSTDATED, STALE OR OVERDRAFT CHECKS.** You understand that postdating a Check will have no effect on whether or not it is honored prior to or after the date of any such Check. A stale Check is any Check received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft Check, or other item presented for payment on Your Account without any liability.

**CHECK SAFEKEEPING.** Check Safekeeping is automatic on Your Account and You agree to pay any associated fees, Your cancelled Checks will not be returned to You. You understand that cancelled Checks retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a Check and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved Check.

**PERIODIC STATEMENTS.** You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

**AMENDMENTS.** This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

**WAIVERS.** You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

**PROHIBITED INTERNET GAMBLING TRANSACTIONS.** All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California, except to the extent that federal law controls.

**FEDERAL DEPOSIT INSURANCE.** Funds on deposit at AltaOne Federal Credit Union are insured to at least \$250,000.00 and backed by the full faith and credit of the United States Government.

## ACCOUNT DISCLOSURES

**THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.**

### SPECIFIC TERMS APPLICABLE TO YOUR SAVINGS ACCOUNT

**TIERED VARIABLE RATE INFORMATION.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the

accompanying pricing documents titled "Account Disclosure Rate Supplement" and "Schedule of Fees and Charges."

**MINIMUM BALANCE REQUIREMENTS.** The minimum balance required to open this Account is \$25.00.

## ACCOUNT DISCLOSURES (continued)

### SPECIFIC TERMS APPLICABLE TO YOUR BASIC BUSINESS FREE CHECKING ACCOUNT (THIS ACCOUNT IS NO LONGER AVAILABLE)

**DIVIDENDS.** No dividends are paid on this Account.

**MINIMUM BALANCE REQUIREMENTS.** The minimum balance required to open this Account is \$50.00.

**TRANSACTION LIMITATIONS.** To open an Account, We must approve Your request to open such Account. To maintain Your Account You may not exceed 500 transactions in a calendar month. If You exceed 500 such transactions, We may at our Option, close Your account or convert Your account to higher transaction account.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING ACCOUNT

**DIVIDENDS.** No dividends are paid on this Account.

**MINIMUM BALANCE REQUIREMENTS.** In order to avoid a fee, You must maintain an average daily balance of \$5,000.00.

**TRANSACTION LIMITATIONS.** To open an Account, We must approve Your request to open such Account. To maintain Your Account You may not exceed 150 transactions (debit, credit or transit item) in a calendar month. If You exceed 150 such transactions, We may at our Option, close Your account or convert Your account to higher transaction account.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING PLUS ACCOUNT

**DIVIDENDS.** No dividends are paid on this Account.

**MINIMUM BALANCE REQUIREMENTS.** In order to avoid a fee, You must maintain an average daily balance of \$15,000.00.

**TRANSACTION LIMITATIONS.** To open an Account, We must approve Your request to open such Account. To maintain Your Account You may not exceed 300 transactions (debit, credit or transit item) in a calendar month. If You exceed 300 such transactions, We may at our Option, close Your account or convert Your account to higher transaction account.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS DIVIDEND CHECKING ACCOUNT (THIS ACCOUNT IS NO LONGER AVAILABLE)

**TIERED VARIABLE RATE INFORMATION.** This Account is subject to a Tiered Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying pricing documents titled "Account Disclosure Rate Supplement" and "Schedule of Fees and Charges."

**MINIMUM BALANCE REQUIREMENTS.** The minimum balance required to open this Account is \$50.00. You must maintain a balance of \$5,000.00 in Your Account each day to avoid a fee.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS ANALYSIS CHECKING ACCOUNT

**DIVIDENDS.** No dividends are paid on this Account.

**MINIMUM BALANCE REQUIREMENTS.** The minimum balance required to open this Account is \$100.00.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### SPECIFIC TERMS APPLICABLE TO YOUR MONEY SERVICE BUSINESS ANALYSIS CHECKING (MSB) ACCOUNT

**DIVIDENDS.** No dividends are paid on this Account.

**MINIMUM BALANCE REQUIREMENTS.** The minimum balance required to open this Account is \$15,000.00.

**OTHER INFORMATION.** Your Account consists of a transaction sub-account and a savings sub-account. Funds not required to pay debits may be transferred to a savings sub-account, and We may periodically transfer funds between these two sub-accounts. If Your Account is a checking Account on which a dividend is paid, Your dividend calculation will remain the same. The savings sub-account will be governed by the terms and conditions of Our savings Accounts, as indicated within these Agreements and Disclosures. This process will not affect: (a) Your available balance; (b) the dividend You may earn; (c) applicable insurance protection through the National Credit Union Administration; (d) Your monthly statement; or (e) any other features of Your Account. Other than the way We report Your checking Account to government agencies, such classification of Your Account will not affect You in any way.

### GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

**MEMBER IN GOOD STANDING.** The Account services described in these agreements and disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan
- a Regular Share Savings balance below the \$25.00 minimum
- an unresolved deposited returned check
- any unpaid and uncollected credit union fees

## ACCOUNT DISCLOSURES (continued)

- a negative balance on an account
- caused a financial loss to the Credit Union
- excessive NSF checks

**MINIMUM BALANCE REQUIREMENTS.** To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$25.00. If the balance in Your Share Account drops below one share (\$25.00) for a period of six months or more, We may, at Our option, close Your Account.

For dividend-bearing Accounts, You will earn dividends for every day during the period that Your Account balance equals or exceeds the minimum balance requirements for Your specific type of Account. For all Term Share Certificate Accounts, You must maintain a balance equal to the minimum balance required to open such Accounts, to obtain the disclosed APY.

**NONSUFFICIENT FUND RETURNS.** Any Check or preauthorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item. If We honor any items, You will be liable to Us for the amount of those items, including applicable fees, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned items from You, including reasonable attorneys' fees. Regardless of whether We honor the item, You will be charged a fee.

**OVERDRAFT BALANCE CALCULATION.** When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT) debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, We add all of the settled credit transactions to the

beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when We dishonor and return an item for non-sufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

**VARIABLE RATE INFORMATION.** For all dividend-bearing accounts (except Term Share Certificate Accounts), the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

**ADDITIONAL TRANSACTION LIMITATIONS.** For all Accounts (except for Checking Accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to an excess transaction fee and/or closure by the Credit Union.

For all accounts (except for share draft Accounts) the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

**COMPOUNDING AND CREDITING.** For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance equals or exceeds the minimum daily balance requirement for Your Account. For all dividend-bearing Accounts, the dividend period is monthly and dividends will be compounded and credited monthly.

You will not be paid any accrued but uncredited dividends at the time You close Your Account.

**BALANCE COMPUTATION METHOD.** For dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the full amount of principal in Your Account each day.

**ACCRUAL ON NONCASH DEPOSITS.** For dividend-bearing Accounts, dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account.

**OTHER FEES AND CHARGES.** Any fees and charges applicable to Your Account are disclosed separately in the "Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY STATEMENTS AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE (ATM) CARD, VISA CHECK CARD, ELECTRONIC AUDIO RESPONSE SYSTEM ("VOICEONE"), OUR ONLINE PERSONAL COMPUTER ACCOUNT ACCESS AND/OR MOBILE ACCESS SYSTEM ("ALTAONE ONLINE BANKING"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBER (PIN) AND/OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

In this Agreement, the reference to "We," "Us," "Our" and "Credit Union" mean ALTAONE Federal Credit Union. The words "You" and "Your" mean each person applying for and/or using any of the electronic services described in this Agreement. The words "Electronic Audio Response System" refer to Our telephonic audio response system ("VoiceOne"). The word "Card" means any ATM Card or VISA Check Card issued to You by Us and any duplicates or renewals We may issue, as well as any VISA credit card (to the extent that such card has directly accessed one of Your asset Accounts with Us). Whenever used, "AltaOne Online Banking" refers to Our online personal computer account access and/or mobile access system, and "E-Check" means any check which You authorize the payee to process electronically. If this is a joint account, read singular pronouns in the plural.

**ATM CARD, VISA CHECK CARD, VOICEONE, ALTAONE ONLINE BANKING AND E-CHECK AGREEMENT.** This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM Card in conjunction with

Your Personal Identification Number ("PIN") at any place that it is honored; (b) Our VoiceOne system; (c) Your VISA Check Card at any place that it is honored; (d) Your VISA credit card (to the extent that such card has directly accessed one of Your asset Accounts with Us) at any place that it is honored; (e) any check which You authorize the payee to process electronically; and (f) Our AltaOne Online Banking system.

You understand that Your Account Access Cards are issued by Us and are not transferable. An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, VoiceOne, Our AltaOne Online Banking system, VISA Check Card, VISA credit card (to the extent that such card has directly accessed one of Your asset Accounts with Us), E-Check or other electronic devices. Your Cards are subject to the following terms. You agree: (a) to abide by Our rules and regulations, as amended, related to the use of the Card(s); (b) that We may follow all instructions given to machines; (c) that We may restrict the use of or terminate Your Card(s) at any time without notice; (d) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

state and/or federal law; (e) that for ATM Card and VISA credit card, You may make an unlimited number of withdrawals in increments of \$20.00, up to a maximum of \$600.00 in each 24-hour period provided You have enough money in Your Account; and (f) that for VISA Check Card, You may make ATM withdrawals from Your Share Account and/or Share Draft Account that You may have with Us up to a maximum daily amount (share, share draft and line of credit combined) of \$600.00, provided You have enough money in Your Accounts.

You may also make Point of Sale ("POS") PIN-based withdrawals from Your Share Draft Account up to a maximum daily amount of \$500.00 and signature-based withdrawals from Your Share Draft Account up to a maximum daily amount of \$9,999.99, provided You have enough money or available credit in Your Account(s). For security reasons, in the event that the system is off-line these amounts may be reduced, and, at all times, there are limits on the number of transfers You can make using Our VISA Check Card services.

Transactions made at ATMs that We own will be posted to Your Account on the business day that We receive Your deposit. The entire amount of deposited funds may not be available to You on the day of Your transactions, however, the first \$225.00 of Your ATM deposits during a business day will be immediately available for withdrawal. Your ATM receipt will show this as an increase in Your "available balance" and the "new balance" on the receipt will reflect Your balance prior to that business day's ATM deposits plus the first \$225.00 of such deposits.

**AUTHORIZATION.** You will be issued a Personal Identification Number (PIN) to be used in conjunction with Your Card. We will issue a separate PIN and/or Access Code to be used in conjunction with VoiceOne Transactions. We will issue a separate login and password to be used in conjunction with AltaOne Online Banking Transactions. Your use of Your PIN, Access Code, login or password is Your authorization to Us to withdraw funds from Your Share Savings Account, Your Share Draft Account and/or Your Line of Credit that You may have with Us to cover such transactions.

**ALTAONE ONLINE BANKING TRANSACTIONS.** At the present time, You may use Our AltaOne Online Banking account access system via an internet enabled personal computer and/or mobile device (e.g. selected smartphones and tablets) for the following services: (a) transfer funds between Your deposit Accounts and/or Line of Credit Accounts; (b) make payments on Your loan Accounts that You may have with Us; (c) inquiries on Account balances, Account transactions and loan data; (d) transfers funds between other deposit accounts and those deposit Accounts You may have with Us; (e) transactions on shares/deposits; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make advances from Your Line of Credit that You may have with Us; (h) place stop payment requests on share drafts; and (i) initiate wire transfers.

You will be provided with a login and password to be used in conjunction with AltaOne Online Banking. Additional logins and passwords to Your Accounts may be authorized by You through the AltaOne Online Banking secure messaging system, by calling Us at (760) 371-7000 or (800) 433-9727, or writing to Us at P.O. Box 1209, Ridgecrest, CA 93556.

At the present time You may also use Our AltaOne Online Banking account access system to access Bill Payment. Bill Payment is a service that allows You to authorize the Credit Union to pay, on Your behalf, certain payees from Your designated share draft Account. While You may generally issue payments to payees located within the United States of America and its territories (including APO's and AEO's), the Credit Union nevertheless reserves the right to refuse, for any reason, the designation of any payee. Any fees for the use of this service will automatically be charged to Your designated share draft Account. The Credit Union cannot guarantee the time within which any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Additionally, the Credit Union is not responsible for any payment that cannot be made due to incomplete, incorrect, or outdated information. By requesting a Bill Payment transaction, You authorize Us to post any such payments to Your designated share draft Account.

By requesting a Bill Payment transaction, You authorize Us to post any such payments to Your designated share draft Account. Payments will be made by check or electronic fund transfers, as may be appropriate, and will be sent to the payee on the business day You designate it be sent, except to the extent that such payment request must be received not later than the current business day in order for it to be sent that same day. For payment submissions received before 1:00 p.m. Pacific Time on a business day that We are open, We will consider that day to be the day of Your submission. However, for submissions received after 1:00 p.m. Pacific Time, or on a day We are not open, We will consider that the request was made on the next business day We are open.

For single payments (Non-Recurring Payments), if the payment's processing date that You designate is not a business day, the payment will be processed on the first business day following the designated processing date.

For payments that are scheduled to occur in substantially regular intervals (Recurring Payments), if the payment's processing date that You designate is not a business day, the payment will be processed on the first business day following the designated processing date. In addition, as payments are processed they are automatically rescheduled (within the system) for future payment, based upon Your selected frequency settings for such payment (i.e. monthly). If the processing date is not a business day (e.g. Saturdays, Sundays and certain holiday periods), such payment will be subject to the following rules: (a) If the Recurring Payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date; and (b) If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Please note that if Your selected frequency settings for the recurring payment specify that a payment is to be processed on the 29th, 30th, or 31st day of the month, and that date does not exist in the month of the calculated processing date, then the last calendar day of that month will be used as the calculated processing date.

A Bill Payment can be changed or cancelled any time prior to 1:00 p.m. Pacific Time on the scheduled processing date. You are solely responsible for controlling the safekeeping of and access to Your AltaOne Online Banking login credentials. If You want to terminate another person's authority to use the Bill Payment service, You must notify Us and arrange to change Your AltaOne Online Banking login credentials. You will be responsible for any Bill Payment request You make that contains an error or is a duplicate of another Bill Payment. We are not responsible for a Bill Payment that is not made if You did not properly follow the instructions for making such Bill Payment. We are not liable for any failure to make a Bill Payment. We are not responsible for Your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be AltaOne's agent.

**ATM CARD AND VISA CHECK CARD.** You may use Your Card, the Account number on the Card, and Your PIN in any of Our ATMs and such other machines or facilities as We may designate. You may use Your Card(s) in Our ATMs to make: (a) deposits to Your Share and Share Draft Accounts; (b) cash withdrawals from Your Share and Share Draft Account; (c) payments to loans made by cash, check or by transferring funds from Your Share and Share Draft Accounts; (d) balance inquiry on Share, Share Draft and Loan Accounts; and (e) transfers between Share and/or Share Draft Accounts. Additionally, You may use Your Card at any other ATM or machine that it is honored: (a) to make withdrawals from Your Share and Share Draft; (b) to transfer funds between Your Share and Share Draft Accounts; and (c) pay for purchases (from checking) with cash back at participation retail locations. ATMs are open, but not always accessible, 24 hours a day, seven days a week.

Each withdrawal by You or by anyone else to whom You give Your Card(s) or PIN(s) may be charged to Your Share Draft Account or Share Account as appropriate and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share or Share Draft Account in any order We determine and if shares are not sufficient to cover all withdrawals, We may pay such withdrawals and add sums advanced to Your Overdraft Line of Credit Account, subject to the terms applicable to that Account; (2) We cannot honor stop payments on Card withdrawals. You may use other Electronic Fund Transfer services which include: (a) pre-authorized deposits of Your net paycheck; (b) automatic payroll deductions; and (c) pre-authorized deposits of pension checks and federal or other recurring payments.

Errors resulting in an overdraft of Your Account will be charged first either to Your Share Account then to Your Overdraft Line of Credit Account (if any) or vice versa depending on the instructions You have provided. In any event, You will be responsible to immediately restore the positive account balance.

**VOICEONE (ELECTRONIC AUDIO RESPONSE SYSTEM) TRANSACTIONS.** You may select Your own Audio PIN when You open Your Share Account or You may call Us at (760) 371-7000 or (800) 433-9727, or write to Us at P.O. Box 1209, Ridgecrest, CA 93556.

With Your VoiceOne PIN number and a touch-tone telephone (except for Alta Advantage Money Market Accounts), You can access Your Account to make the following types of transactions: (a) obtain Your Account balance; (b) confirm the amount and date of Your last deposit; (c) transfer funds within Your Account; (d) transfer funds between designated Share/Share Draft Accounts (Account to Account Access); (e) make loan payments; (f) obtain credit line advances; and (g) determine the last five checks cleared on Your Account.

Periodically, VoiceOne will be unavailable due to system maintenance.

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP OF ACCESS DEVICES.** Your Card and/or any other Account access device will remain Our property and any such Card or other Account access device We may issue may be cancelled or its use restricted by Us at any time without notice, except as may be required by applicable law. You agree to surrender any such Card and/or access device and to discontinue its use immediately upon Our request. You will be required to return any Account access device(s) to Us immediately upon the closing of Your Account.

**ADDITIONAL TRANSACTION LIMITATIONS.** For all Accounts (except Share Draft accounts) during any statement period, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

**PAY POINT AND POINT OF SALE.** You may use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Checking Account to cover such transactions, provided You have enough money in Your Accounts.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Savings and/or Checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a Schedule of Fees at the time Your account is opened. Additional Schedule of Fees are available at any of Our office locations. You may also be charged fees imposed by ATM operators for using ATMs that We do not own and/or operate. 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.

ATM networks have changed their rules to allow banks with ATMs in the networks to charge non-clients who use their machines an extra fee or "surcharge." The surcharge by the ATM owner is in addition to the network ATM fees described in Our Schedule of Fees.

**FOREIGN TRANSACTIONS.** Some ATMs outside of the United States (i.e., Foreign Countries) may not specify the type of account from which cash withdrawals can be made and, therefore, You may not be able to access Your share/savings account. In such instances, any amounts withdrawn will be deducted from Your share draft account.

For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**UNAUTHORIZED TRANSFERS.** To report a lost or stolen Card, PIN, Access Code or any combination thereof, You will call Us at (760) 371-7000 or (800) 433-9727. You may also write to Us to report the loss of a Card, or PIN at the address shown in this Agreement. You should also call the number or write to the address if You believe a transfer has been made using the information from Your check without Your permission.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at AltaOne Federal Credit Union locations may not be posted to Your Account until they are received and verified by Us. We will mail or deliver You a notice by the next business day after We verify Your deposit notifying You when the funds will be available if a hold (freeze) has been placed on the deposit or a portion of the deposit.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your

employer, the Federal government or other payer), You may call Us at (760) 371-7000 or (800) 433-9727 to find out whether or not the deposit has been made. If You have a touch-tone telephone and You wish to use voice recognition technology to find out whether or not the deposit has been made, call (760) 371-7007 or (866) 864-2328.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any of the pre-authorized payments, call Us at (760) 371-7000 or write to Us at AltaOne Federal Credit Union, P.O. Box 1209, Ridgecrest, CA 93556 in time for Us to receive Your stop payment request three 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.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled and We do not do so, We will be liable for losses or damages to the extent provided by law.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) The ATM where You are making the transfer does not have enough cash or cash in the denominations You requested; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your ATM Card or VISA Card is retrieved or retained by an ATM, is damaged so that the ATM cannot read the encoding strip, is inactive due to non-use, or because Your PIN Code has been repeatedly entered incorrectly; (f) the credit transaction You request would exceed Your established Credit Limit; or (g) the funds in Your Account are subject to an uncollected funds hold, legal process or other circumstances restricting such transfer or payment, or We have reason to believe that the transaction requested is unauthorized.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic, AltaOne Online Banking, pre-authorized and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (760) 371-7000 or (800) 433-9727 or write Us at P.O. Box 1209, Ridgecrest, CA 93556 at once if You believe Your Card(s), Access Code or PIN have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Telephone Us at (760) 371-7000 or (800) 433-9727 or write to Us at P.O. Box 1209, Ridgecrest, CA 93556 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. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (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 10 business days. We will determine whether an error occurred within 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 45 days to investigate Your complaint or question. If We decide to do this, We will 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 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not



## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card or PIN or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and federal holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

**SAFETY TIPS WHEN USING AUTOMATED TELLER MACHINES.** Automated Teller Machines (ATM) provide a quick and convenient way to access Your money. It is important, however, to remember these safety tips whenever You use an ATM.

- Be aware of Your surroundings, particularly at night.
- If You notice anything suspicious when approaching the ATM, come back later or use another ATM.
- Have Your transaction ready before You go to the ATM. When You can, fill out any deposit or withdrawal slips/envelopes before leaving Your vehicle.
- Have Your ATM card ready, to avoid going through Your purse or searching through the contents of Your wallet at the ATM site.
- If You notice anything suspicious while You're transacting business, immediately stop Your transaction, put Your ATM card away and leave.
- Consider having another person accompany You to the ATM.
- Report all crimes immediately to the ATM program supervisor and to local law enforcement officials.

## FUNDS AVAILABILITY POLICY DISCLOSURE

**EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM DEPOSITS TO YOUR TRANSACTION ACCOUNTS AT ALTAONE FEDERAL CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.**

Thank You for selecting AltaOne Federal Credit Union as the depository for Your Account(s). It is important that You understand as much about Your Account(s) with Us as possible, therefore, this Disclosure has been prepared. This Disclosure describes Your ability to withdraw funds at AltaOne Federal Credit Union.

In this Disclosure, the reference to "We," "Us," "Our" and "Credit Union" mean AltaOne Federal Credit Union. The words "You" and "Your" mean each person authorized by the Credit Union to access Your Account. Singular pronouns should be read in the plural in the case of joint Accounts.

**YOUR ABILITY TO WITHDRAW FUNDS.** Our policy is to make funds from Your cash and check deposits available to You on the same business day We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once the funds are available, You can withdraw them in cash and We will use them 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 before closing on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing 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.** Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally

be available by the 2nd business day after the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**AUTOMATED TELLER MACHINES (ATM).** Transactions made at ATMs that We own will be posted to Your Account the same business day. Funds will not be available to You on the day of Your transaction, however, the first \$225.00 of Your ATM deposits during a business day will be immediately available for withdrawal. Your ATM receipt will show this as an increase in Your "available balance" and the "new balance" on the receipt will reflect Your balance prior to that business day's ATM deposits plus the first \$225.00 of such deposits. In some cases, funds may not be available to You on the next business day following verification of Your transaction. We will mail You a notice by the next business day after We verify Your deposit notifying You when the funds will be available, if a hold (freeze) has been placed on the deposit or a portion of the deposit.

**DEPOSITS BY MAIL OR NIGHT DEPOSITORY (DROP BOX).** Deposits made by mail or at one of Our drop boxes will be posted to Your Account on the day We receive mail or the next business day for drop box deposits. We will mail You a notice by the next business day after We verify Your deposit notifying You when the funds will be available, if a hold (freeze) has been placed on the deposit or a portion of the deposit. The number of mail and drop box transactions processed daily by the Credit Union prohibits Us from mailing a receipt for Your transactions.

**SPECIAL RULES FOR NEW ACCOUNTS.** If You are a new member, the following special rules will apply during the first 30 calendar 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 \$5,525.00 of a day's total deposits of cashier's, certified, teller's and federal, state, and local government checks will be available on the next business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,525.00 will not be available until the 9th business day after the day of Your deposit. Funds from all other check deposits will be available no later than the 9th business day of Your deposit. Further delays may apply.

## WIRE TRANSFER AGREEMENT

**THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A TRANSFER OF FUNDS FROM OR TO YOUR SHARE OR SHARE DRAFT ACCOUNTS ("ACCOUNT") WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY REQUESTING A WIRE TRANSFER OR BY SIGNING YOUR SIGNATURE CARD WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.**

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts

with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. Transfer Requests received verbally will only be honored for transfers to individuals named on Your Signature Card. Contact the Credit Union for further restrictions that may apply to verbal Wire Transfer Requests, and those received through Our AltaOne Online Banking System. There are restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.



## WIRE TRANSFER AGREEMENT (continued)

The party(ies) named on Your Signature Card are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your Signature Card. For confirmation purposes, We may call any party designated in Your Signature Card. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your Signature Card or other such documentation designates the Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified on Your Signature Card or other such documentation. All modifications or additions to Your Signature Card or other such documentation must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. You will not receive a separate receipt for individual wire transfers. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for

any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named on Your Signature Card shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named on Your Signature Card for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named on Your Signature Card. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.