

## **BUSINESS MEMBERSHIP ACCOUNT AGREEMENT AND DISCLOSURES**

This Business Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing an Account Card ("Account Card"). The words "we," "us," and "our" mean the Premier Community Credit Union. The word "account" means any one or more share or other accounts you have with the Premier Community Credit Union. By executing our [Name of Membership Application] you have agreed to be bound by the terms and conditions of this Agreement and Disclosure.

### **USA PATRIOT ACT NOTIFICATION**

**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 to You:** When you open an account, we will ask you for your name, physical address, date of birth and identification number, which will be a social security number (SSN) for an individual and a tax identification number (TIN) for a business or organization account. You will also be asked to provide a valid unexpired government-issued identification evidencing nationality or residence and bearing a photograph or similar safeguard such as a state issued driver's license, United States passport or military ID.

## **GENERAL MEMBER BUSINESS BANKING AGREEMENT AND DISCLOSURES**

### **NAME OR ADDRESS CHANGES**

You are required to keep the Credit Union informed of any name or address change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all names and address changes to be provided in writing. You are responsible for notifying us of any change to your e-mail address if you are signed up for financial electronic services.

### **NEGATIVE BALANCE**

In the event there is an unsatisfied negative share balances, the Credit Union reserves the right to charge the amount against either any other account from which any of the signers is entitled to withdraw, or take an advance against an established line of credit, or establish a credit advance sufficient to satisfy the negative condition.

### **DORMANT OR INACTIVE ACCOUNT**

Fees may be charged to dormant, inactive accounts or accounts with balances below the required minimum balance which may result in no dividends being paid and a zero balance. Please refer to the schedule of Rates and Fees for a disclosure of the fees and charges applicable to these accounts.

### **DEPOSIT OF FUNDS REQUIREMENTS**

Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth herein and on our rate sheet(s) and fee schedule(s) applicable to business accounts. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.

### **ENDORSEMENTS**

We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of the Account Owner and/or business/organization even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

### **COLLECTION OF ITEMS**

We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a pay or financial institution extra time beyond any midnight deadline limits.

### **MISCELLANEOUS RULES APPLICABLE TO ALL ACCOUNTS**

All account statements will be mailed only to your address of record. You shall exercise reasonable care and promptness in reconciling your statement or you are precluded from any objection against us. If the account statement is returned undeliverable for any reason from the postal service, we will not mail you any future correspondences including account statements until we receive the new address. 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. You or we may terminate an 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 transaction.

### **NOTIFICATION OF FORGERY, FRAUD, COUNTERFEIT AND/OR UNAUTHORIZED SIGNATURES**

In the event of forgery, fraud, counterfeit and/or unauthorized signatures/transactions on your account, TELL US AT ONCE if you believe your checks and/or account information has been lost or stolen. This also includes non-electronic transactions made in person or by phone. You agree to reconcile your statement promptly upon receipt. If we honor a check or other item drawn on or posted to your account that is altered in any way or was not drawn or otherwise authorized by you ("unauthorized item") or if your account statement contains any errors, you agree to notify us in writing of such unauthorized item or error. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, associated police reports, supporting affidavits, and testimony we reasonably request. If you do not tell us within 60 days after the statement was mailed, transmitted or otherwise made available to you, you may not get back any money you lost after the 60 days if we could have stopped someone from taking the money if you had told us in time. If you tell us orally, we may require you to send the complaint or question in writing within 10 business days. Failure to report an unauthorized item or error, within the 60 day time frame set forth above, or to abide by the conditions set forth herein, shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the items and statements of the affected account

and in notifying us of the unauthorized item or error. You agree that such items and errors shall therefore be fully enforceable against you and you shall have no claim against us for the same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors.

#### **ESTABLISHING MEMBERSHIP**

You must be admitted to membership before you can vote, hold office, invest in a share savings or checking account, or borrow money from the Credit Union. The minimum initial share amount is \$5.00. The minimum initial share purchase amount is one share that has a par value of \$5.00. An application for membership may be submitted with the initial deposit of \$5.00. To verify your eligibility for any account(s), service(s), or loan products, or to assist us in enforcing our rights under any agreement that you may have with us, you authorize us to obtain information concerning any accounts with other institutions and your credit history from third parties, including consumer credit reports.

#### **SHARE ACCOUNTS**

Credit Union shares are NOT TRANSFERABLE. Credit Union membership cannot be transferred. Payment of dividends is subject to Federal and/or state regulations which prohibit such payment in excess of available funds. The Credit Union may require 7 days advance notice before you may withdraw funds from any share account. This Credit Union is federally insured by the National Credit Union Administration, and additional share insurance is provided by the American Share Insurance.

#### **BUSINESS SHARE ACCOUNT OWNERSHIP**

Authorized Persons- The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

Authority- Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, you the member/member business will be responsible for monitoring this requirement. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

Access Options- You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by automated teller machine, point of sale device, automatic transfer or other available electronic means, mail or telephone). Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to your account.

#### **AGENCY DESIGNATION ON AN ACCOUNT**

An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as an agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

#### **ILLEGAL OR ABUSIVE USE OF THE ACCOUNT OR SERVICES**

You agree not to use or allow anyone else to use your Credit Union Accounts or any Services, including but not limited to loans, in any illegal transaction. Any illegal use shall be deemed an event of default. You agree that the credit union shall have no responsibility for such use, and you agree to indemnify the credit union for any losses it may incur as a result of such use. You agree that the Credit Union may close any or all accounts if the Credit Union, in its sole and absolute discretion deems its use to be illegal or abusive.

#### **UNCLAIMED PROPERTY LAW: THE STATE OF CALIFORNIA**

This Credit Union's principal place of business is in the state of California. Personal Property held by members in the Credit Union may escheat to this State if any of the following conditions are met:

- a) Member's address is in California, or
- b) No member's address appears on the Credit Union's records, or
- c) Member's address is in another state and the state in which the member resides does not escheat the item.

Credit Union shares and the contents of any Credit Union safe deposit box will escheat to the State Controller if any one of the above conditions is met and if unclaimed by the owner for more than three years, either from the date on which the lease or rental period on the box expires, or if the box was furnished without cost from the date of termination of the agreement. Shares invested in IRAs and other retirement plans are subject to turnover to the state controller under the above conditions three years from the date funds are required to be distributed under terms of the account or plan. Credit Union shares and accumulated dividends earned thereon will escheat to the State Controller if any one of the above conditions is met if, for more than three years after the funds become payable or subject to withdrawal, the member (shareholder of record) has not done any of the following:

- a) Increased or decreased the principal balance, or
- b) Accepted payment of principal or dividend income, or
- c) Corresponded in writing concerning the share or otherwise indicated an interest (such as by telephone or personal contact of which the Credit Union retains a record for its files, or a pledge of all or part of the shares as security for a loan.) Unpaid credit union instruments escheat three years from the issue date.

## MISCELLANEOUS

Terms and conditions of accounts are subject to change by the Credit Union without your approval. Unless otherwise required by federal or state law, the Credit Union will provide ten (10) days advance notice of a change in terms affecting your account. The Credit Union may require up to sixty (60) days' notice of withdrawal.

This agreement will be governed by the laws of the State of California and applicable federal laws. If any part of this agreement becomes unenforceable, it will not make any other part unenforceable. You hereby pledge all paid shares and payments on shares from all accounts to secure the payment of any obligation you owe inclusive of interest and costs and you authorize the Credit Union to apply any and all such shares and payments on shares to all sums owing inclusive of interest and costs.

The Credit Union may change the terms and conditions and may amend, modify, add to, or delete from this Agreement from time to time in its sole and absolute discretion. You will receive advance notice as required by applicable law. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. All accounts covered by this agreement shall be subject to withdrawal or receipt by any of the authorized signers, and payment to any of them shall be valid and shall discharge us from any further liability for such payment. Each of the signers is authorized to access the accounts associated with this master account number by any means approved by us. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of an account, you agree we may place a hold on that account until such conflict or dispute is resolved to our satisfaction, and we will not be liable for dishonored items as a result of such hold.

The signatories hereto acknowledge and agree that any one of them may pledge all or any part of the shares/funds in accounts associated with this master account number as collateral security for a loan or loans with us. Any authorized signer may access any credit line loan established with this account through any access means made available by us. You and authorized signers agree that we are authorized to charge at any time against any account associated with this master account number any indebtedness owing to us by you.

We reserve the right to require You to provide a new Master Account Agreement and board minutes for corporations, associations and organizations or other documentary evidence satisfactory to us informing us who is authorized to act on Your behalf. No joint ownership or POD beneficiary designation or other designation shall apply to the account. You agree to notify us of any change in the authority of our agents or signatories. We may rely on our written authorization until such time as we are informed of changes in writing and such changes shall not affect transactions made within one business day of receipt of notice by us. If an authorized signer is deleted from the account, any checks bearing such signer's signature that are presented for payment shall be honored by us. Accordingly, you shall be solely responsible for recovering any checks in the possession of a signer whose name is deleted from the Master Account Agreement. We may require that third-party checks payable to a business may only be deposited to a business account. You agree that we shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless we have actual notice of such breach.

## **RULES APPLICABLE TO ALL ACCOUNTS, EXCEPT AS MAY BE NOTED UNDER A PARTICULAR ACCOUNT HEADING**

The dividend rate and annual percentage yield are variable rates and are determined by the Board of Directors. The rates may change at any time upon the discretion of the Board of Directors. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Unless otherwise noted, the dividend period is quarterly, for example the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for the example is April 1. Dividends are compounded quarterly and will be credited quarterly. If you close your account before the dividends are credited, you will not receive accrued dividends. Dividend rates and respective Annual Percentage Yields along applicable tiers and minimum balance requirements are disclosed on the accompanying Savings and Deposit Rate Sheet and are valid as of the date printed thereon. You are urged to contact a Credit Union representative to learn of the most current dividend and APR. Accrual of Dividends: Dividends begin to accrue on the business day the Credit Union receives any deposit. Business days are defined for accrual, as any day the Credit Union is open for business.

Fees and Charges: The Fees and Charges which may be assessed against your accounts are disclosed in the accompanying Schedule of Fees and Charges separate from this booklet and incorporated herein by reference.

## **TRUTH IN SAVINGS SUPPLEMENT**

### **BUSINESS SHARE SAVINGS ACCOUNTS**

1. *Minimum Balance Requirements:* Your minimum balance requirements to open the account and earn a dividend are disclosed on the Savings and Deposit Rate sheet. Your minimum balance requirement to avoid the imposition of a fee is \$5. Should your account balance fall below the minimum required amount, your account will not be paid any dividends.
2. *Balance Computation Method:* Dividends are calculated using the Average Daily Balance Method. The Average Daily Balance Method applies a periodic rate to the Average Daily Balance of your account for the period.
3. *Compounding and Crediting:* Dividends will be credited at the end of each calendar month. Dividends not withdrawn are compounded monthly.
4. *Withdrawal Terms:* Paid dividends are available for withdrawal immediately after they are paid.
5. *Transaction Limitations:* During any calendar month, you may not make more than six withdrawals or transfers to any other Credit Union account of yours or to a third party by means of preauthorized, automatic, or telephonic transfers (including transfers through audio response and PC/home banking systems). No more than three of the six transfers may be made by check or draft to a third party or through a debit card. Please refer to the accompanying Schedule of Fees and Charges for any fee that may apply if you exceed a certain number of transfers in a calendar month.

### **BUSINESS MONEY MARKET SHARE ACCOUNT**

1. *Minimum Balance Requirements:* Your minimum balance requirements to open the account and earn a dividend are disclosed on the Savings and Deposit Rate sheet. Your minimum balance requirement to avoid the imposition of a fee is \$25,000.
2. *Balance Computation Method:* Dividends are calculated using the Average Daily Balance Method. The Average Daily Balance Method applies a periodic rate to the Average Daily Balance of your account for the period.
3. *Compounding and Crediting:* Dividends will be credited at the end of each calendar month. Dividends not withdrawn are compounded monthly.
4. *Withdrawal Terms:* Paid dividends are available for withdrawal immediately after they are paid. Withdrawals must be made in \$250.00 increments. If a withdrawal would reduce the account balance below \$25,000.00, the account will be closed, and the remaining funds, will be deposited to your share

savings account. If account is closed and re-opened within a three-month period, a fee will be assessed. Please refer to the accompanying Schedule of Fees & Charges.

5. **Transaction Limitation:** During any calendar month, you may not make more than six withdrawals or transfers to any other Credit Union account of yours or to a third party by means of preauthorized, automatic, or telephonic transfers (including transfers through audio response and PC/home banking systems). No more than three of the six transfers may be made by check or draft to a third party or through a debit card. Please refer to the accompanying Schedule of Fees and Charges for any fee that may apply if you exceed a certain number of transfers in a calendar month. ATM transactions prohibited.

#### **SHARE DRAFT CHECKING ACCOUNTS- APPLIES TO ALL BUSINESS CHECKING ACCOUNTS**

All overdraft transfers are made in \$200.00 increments; there is no limit to the number of automatic transfers from available funds in a pre-approved Line of Credit loan sub account. However, not more than six automatic transfers will be made during any calendar month from your regular shares. Transfers of funds to or from a checking account may be made by e-banking (home banking) or e-teller (telephone audio response system). Checks written on your Credit Union account may be cashed during our business hours at the offices of the Credit Union provided sufficient identification is provided. We may require a valid state issued ID.

#### **BUSINESS BASIC CHECKING**

1. **Minimum Balance Requirements:** You must make an initial deposit of \$100.00. There is no minimum balance requirement.
2. **Rate Information:** This account does not earn dividends.
3. **Fees and Charges:** Fees and Charges are disclosed in the accompanying Schedule of Fees and Charges.
4. **Withdrawal Terms:** You may withdraw from your checking account at Automated Teller Machines (ATMs), Point of Sale (POS) Networks, by Visa Debit Card, checks or ebanking (home banking).

#### **BUSINESS INTEREST CHECKING**

1. **Minimum balance requirements:** Open the account and earn a dividend are disclosed on the Savings and Deposit Rate sheet. Your minimum balance requirement to avoid the imposition of a fee is \$2,500. Should your account balance fall below the minimum required amount your account will not be paid any dividends. If the balance falls below \$2,500 during the month, there will be a minimum balance service fee.
2. **Withdrawal Terms:** You may withdraw from your checking account at Automated Teller Machines (ATMs), Point of Sale (POS) Networks, by Visa Debit Card, checks or e-banking (home banking).
3. **Balance Computation Method:** Dividends are calculated using the Average Daily Balance Method. The Average Daily Balance Method applies a daily periodic rate to the Average Daily Balance.

#### **YOUR ABILITY TO WITHDRAW FUNDS (FUNDS AVAILABILITY)**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time you may withdraw the funds in cash and we may 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. However, if you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However we may consider deposits made after close of business or on a day that we are not open as deposited on the next business day we are open. The length of delay varies depending on the type of deposit and is explained below.

#### **SAME DAY AVAILABILITY:**

Funds from electronic direct deposits to your account may be available on the same business day we receive the deposit.

#### **NEXT DAY AVAILABILITY FOR CERTAIN DEPOSITS**

Funds from the following deposits are available by the first business day after the day we receive your deposit at a staffed teller facility:

- Cash
- State and local government checks that are payable to you.
- Cashier's, certified, and teller checks payable to you.
- On us checks and postal money orders payable to you.
- Federal Reserve Bank Checks, Federal Home Loan Bank Checks Payable to you.
- U.S. Treasury checks that are payable to you.
- Wire Transfers
- Checks drawn on Premier Community Credit Union If you do not make your deposit at a staffed teller facility (ex: if you mail the deposit), funds from these deposits may be available by the second business day after the day we receive your deposit with the exception of checks drawn on the U.S. Treasury and deposited in an account held by the payee of check.

#### **LONGER DELAYS MAY APPLY (Applicable to Shared Branch deposits also):**

In some cases, we may not make all of the funds that you deposit by check available to you on the first business day after the business day of your deposit. Funds may not be available until the second business day after the business day of your deposit. Any amount over \$5,000 may be available by the fifth business day.

Our policy is to make funds from checks available as follows:

**2 Business Day Holds-** The first \$200 from a deposit of a check \$5,000 or less may be available by the first business day after the business day of your deposit. The remaining funds may be available by the second business day after the day of your deposit (Ex: If you deposit a \$900 check on a Monday, \$200 of the deposit may be available by Tuesday. The remaining \$700 may be available by Wednesday).

#### **LONGER HOLD**

**5 Business Day Holds-** The first \$200 from a deposit of a check over \$5,000 may be available by the first business day after the business day of your deposit. The remaining \$4,900 may be available by the second business day. Anything over \$5,000 may be available by the fifth business day (Ex: If you deposit a \$10,000 check on Monday, \$200 of the deposit may be available by Tuesday. \$4800 may be available by the second business day on Wednesday. The remaining \$5,000 may be available on the fifth business day on Monday).

#### **EXTENDED HOLD**

**7 Business Day Holds-** The first \$200 from a deposit of a check may be available by the first business day after the business day of your deposit. The remaining funds may be available by the seventh business day after the day of your deposit (Ex: If you deposit a \$6000 check on a Monday, \$200 of the deposit may be available by Tuesday. The remaining \$5800 may be available by Wednesday of the following week).

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our staff tellers, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. They will generally be available no later than the seventh business day after the day of your deposit. 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 or extended period under the following circumstances, but not limited to:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communication or computer equipment.
- New Member for the first 30 calendar days.
- The depositor is not the payee on the face of the check.

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

The first \$5,000 from a deposit of U.S. Treasury checks may be available on the first business day after the business day of your deposit. The excess over \$5,000 may be available on the seventh business day after the business day of your deposit. Funds from wire transfers into your account may be available on the first business day after the business day we receive the transfer.

Funds from deposits of cash on the first \$5,000 of a day's total deposits of a cashier's, certified, teller's, traveler's and state and local government checks may be available on the first business day after the 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 may be available on the seventh business day after the business day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 may not be available until the second business day after the business day of your deposit. Funds from all other check deposits may be available on the second business day after the business day of your deposit unless an extended hold applies.

#### **POSTDATED AND STALEDATED DRAFTS**

You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.

#### **FOREIGN CHECKS**

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the funds availability policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which the check is drawn from.

#### **ATM DEPOSITS**

If you make an ATM deposit at one of our ATM's or at any one of the nonproprietary ATM's on a business day before the ATM deposits are collected, we will generally consider that to be the day of your deposit, and the funds may be held up to two (2) business days after the day of the deposit, unless your deposit qualifies under a longer hold category (see above). If you make a deposit on a day we are not open, or on a business day after the ATM's are collected, we will consider that the deposit was made on the next business day, and the funds may be held up to two (2) business days after the day of the deposit, unless your deposit qualifies under a longer hold (see above). ATM cash deposits may be released on the day of the deposit or the next business day after the day of the deposit.

#### **Substitute Check Policy Disclosure**

#### **Substitute Checks and Your Rights**

#### **What Is a Substitute Check?**

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

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

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check. The losses you attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account

#### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (209-235-1100, P.O. Box 8929, Stockton, CA 95208 or info@PremierCCU.com). You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include the following:

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

#### DEBIT CARD TRANSACTION: FOREIGN CURRENCY EXCHANGE RATE

For card transactions processed through the VISA® system (including INTERLINK® and PLUS®), the exchange rate between the transaction currency (the currency for the location at which the transaction is processed) and US Currency 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.

#### SAFE DEPOSIT BOXES

Safe deposit boxes are made available on request to members in good standing who are 18 years of age or older on a first-come first-serve basis. A safe deposit box agreement, key release form and insurance waiver must be signed by all account owners and signers who are given access, before a safe deposit box is assigned. All rental fees must be paid in advance. Thereafter, annual fees are deducted from regular shares in accordance with the accompanying Schedule of Fees and Charges. All contents must be removed, and all keys returned, upon termination of membership.

## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURES

In this Agreement and in the disclosures below, the words 'you' and 'your' mean any person or entity who applies for, has access to, or uses any of the electronic fund transfer services described below. The words 'we', 'us', 'our', and 'Credit Union' means Premier Community Credit Union whose name appears above. Unless otherwise specified, the term 'service' refers to all electronic fund transfer services we may offer. The term 'Card(s)' refers to an Automated Teller Machine ('ATM') Card and/or a Debit Card. The term 'PIN' refers to your Personal Identification Number. In consideration of the Credit Union issuing a Card to you or arranging for your use of a service, you agree that the use of any such Card or service will be governed by the terms of your Account Agreement and Truth in Savings Supplement (TIS) with us, this Agreement, and any additional terms, conditions, or disclosures provided to you when a Card is issued or a service is provided.

1. **TRANSFER TYPES AND LIMITATIONS:** Unless otherwise noted below, the term 'Accounts' in this section refers to all Share, Share Draft (Checking), Money Market and/or Line of Credit Accounts. If you initiate a transfer at an ATM which is not operated by us, a fee may be imposed by us, the ATM Operator and/or by an ATM network.
  - a. **ATM ACCESS AND CARDS:** Our ATM machines are open 24 hours a day, 7 days a week including weekends and holidays. You may use your Card and your PIN to make the following types of transfers:
    - i). Credit Union ATM Network:  
**TYPES OF TRANSFERS AVAILABLE:**
      - Account Withdrawals,
      - Deposits to Account
      - Balance Inquiries
      - Line of Credit Advances (if approved)

**LIMITS ON TRANSFERS:** The maximum aggregate amount of ATM withdrawals that you may make within a 24-hour period is \$500 whether you use our ATM Network, CO-OP, STAR, PLUS or other ATM Networks in which we participate. See below for important additional limitations on transfers from your Share and Money Market Accounts.
    - ii). CO-OP, STAR, PLUS, and Other ATM Networks in which we participate:  
**TYPES OF TRANSFERS AVAILABLE:**
      - Account Withdrawals
      - Account Balance Inquiries

**LIMITS ON TRANSFERS:** The maximum aggregate amount of ATM withdrawals that you may make within a 24-hour period is \$500, whether you use our ATM Network, CO-OP, STAR, PLUS or other ATM Networks in which we participate. See below for important additional limitations on transfers from your Share and Money Market Accounts.
    - iii). CO-OP, STAR, PLUS, Point of Sale (POS) and Other POS Networks in which we participate:  
**TYPES OF TRANSFERS AVAILABLE:**
      - Pay for purchases or services from your Checking Account at places that have agreed to accept the Card.

**LIMITS ON TRANSFERS:** The maximum aggregate amount of Point of Sale transactions that you may make within a 24-hour period is \$3,000.
  - b. **TELEPHONE RESPONSE:** You may make the following transactions with e-Teller Audio Response using your Account number and your PIN.  
**TYPES OF TRANSFERS AVAILABLE:**
    - Account and Loan Balance Inquiries
    - Account History Inquiries
    - Loan Payment Transfers from Accounts
    - Line of Credit Advances (if approved)
    - Transfers Between Accounts (with prior approval)

**LIMITS ON TRANSFERS:** The minimum Money Market Account transfer is \$250. See above for important additional limitations on transfers from your Share and Money Market Accounts.
  - c. **DEBIT CARDS:** You may use your Debit Card to make the following types of transfers:  
**TYPES OF TRANSFERS AVAILABLE:**
    - Pay for purchases or services from your Checking Account up to the available balance in your account at places that have agreed to accept the Card
    - Obtain cash at places that have agreed to accept the Card, if the merchant permits you to do so
    - Obtain cash from network ATM offering VISA cash transactions

**LIMITS ON TRANSFERS:** You may not make withdrawals which exceed your available balance. There may be additional limits imposed by the merchant or by the owner of ATMs which you use
  - d. **CLASSIC/GOLD VISA CARD ACCESS:**  
 You may use your PCCU Classic or Gold VISA Card at any ATM machine displaying the VISA logo. You may use your VISA Card at any merchant displaying the VISA logo (point of sale transactions).
  - e. **E- BANKING (INTERNET BANKING):**  
**TYPES OF TRANSFERS AVAILABLE BY USING A PREDESIGNATED PIN:**
    - Account Transfers
    - Loan Payments
    - Loan Payment Transfers from Accounts
    - Line of Credit Advances (if approved)
    - Transfers Between Accounts (with prior approval)
    - Account and Loan Balance Inquiries

Your account can be accessed under the Premier Internet Banking program via a personal computer. Service will be available 24 hours per day. This service may be interrupted for a short time each day for data processing.

Internet Banking will refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of these limits. There may be limits on the duration of each access.

LIMITS ON TRANSFER: Additional transaction limitations on Internet Banking may be disclosed in the TIS Supplement.

- f. PRE-AUTHORIZED DEPOSITS AND PAYMENTS: Depending upon the arrangement you authorize through your employer or other sources, one or both of the following services may be available to you:
  - Direct deposits of your payroll or other recurring types of deposits to your Share or Checking Accounts
  - Pre-authorized payment of certain types of recurring payments from your Checking Accounts
- g. IMPORTANT INFORMATION REGARDING RESTRICTIONS ON TRANSFERS FROM YOUR MONEY MARKET AND SHARE SAVINGS ACCOUNTS: Under government regulations which apply to your Money Market and Share Savings Accounts, you may not make more than six transfers and withdrawals, or a combination of such transfers and withdrawals from your Share or Money Market Accounts, per calendar month to another Account of yours at the credit union or to a third party by means of a pre-authorized or automatic transfer (including overdraft protection), or telephonic agreement, order or instruction (including transfers by personal computer or other data transmission). Additionally, no more than three of the six transfers may be made by check, draft, debit card or similar order made by you and payable to third parties. Withdrawals by mail, messenger, ATM or in person and transfers to make payments on your loans with us are not included in this limitation. If you exceed the number of transfers permitted, your account may be subject to closure.
2. LIMITATIONS ON TRANSACTIONS: Cash withdrawals from ATMs are limited to a maximum dollar amount per day as disclosed in Section 1 of this Agreement. We reserve the right to change these amounts whenever we deem it appropriate or necessary.
3. GENERAL PROVISIONS: AS A CARDHOLDER. YOU AGREE AS FOLLOWS:
  - a. To abide by the rules and regulations, as they may be amended from time to time by us relating to the use of your Card(s) or PIN(s).
  - b. That the Card is our property and will be delivered to us immediately upon request. You cannot transfer the Card to another person.
  - c. That your PIN is used for security purposes. You agree that your PIN is confidential and should not be disclosed to any third parties or recorded on your Card. You further agree to keep your PIN and any Cards issued to you in a place of safekeeping. You agree that we may follow all instructions given to ATMs and terminals. You further agree that the use of your PIN or any Card issued to you, whether by you, any other applicant, any owner on any of your accounts which may be accessed by the Card or PIN, any one you permit or authorize to use your Card or Pin or anyone to whom you disclose your PIN shall be authorized use for which you shall be liable. You will be responsible for reporting a loss or theft of your Card or PIN to us as soon as possible after the loss or theft.
  - d. To indemnify and hold us harmless from any costs or damages which we sustain as a result of carrying out your instructions in a reasonable manner.
  - e. That all deposits are subject to verification prior to being credited to any account and that deposits in check or similar form are credited subject to collection. That we may impose holds on funds deposited in any ATM as disclosed in the Master Account Agreement.
  - f. That in the event any share or checking account is overdrawn, we may, at our option clear the overdraft(s).
  - g. That we may send any required disclosures or information to you by electronic communication. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on equipment such as a fax or personal computer monitor.
  - h. To prosecute anyone who uses your Card or PIN without your permission.
  - i. That you may not stop payment of any transaction initiated through your use of your Card or PIN unless otherwise addressed herein.
4. "POINT-OF-SALE" TRANSACTIONS: The ATM or Debit Card can be used to purchase goods and services at any retail establishment ("Merchant") where our Cards are accepted. The amount of each purchase you make will be deducted from the transaction (checking) account you have selected. Each purchase you make using the ATM or Debit Card is your request to us to withdraw funds from the account you designated in the amount of the purchase and your order to us to pay these funds to the Merchant. The ATM or Debt Card can be used to purchase up to the amount per business day as set forth in Section 1 of this Agreement. Where permitted by the Merchant, you may also be able to obtain cash at Point-of-Sale (POS) terminals.
5. ACCOUNT CREDITING PROCEDURE: Because of the servicing schedule and processing time required in an ATM or Point-of-Sale operation, there may be a delay between the time a transaction takes place and when it is credited or debited to your account. The date the transaction is credited or debited to your account is known as the posting date. The posting date will be the effective date of any transaction. Please refer to the Truth In Savings Disclosure supplement for funds availability.
6. LIABILITY DISCLOSURE: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the available funds in your Account.  
 VISA CREDIT AND DEBIT CARD MEMBER LIABILITY: You shall have no liability for the fraudulent use of your VISA credit card or debit card by another person except as described below. ATM transactions shall continue to be subject to the rules set forth below.  
 UNAUTHORIZED TRANSFERS: If you believe your Card or PIN has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and 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. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed, transmitted or made available to you, you may not get back any money you lost after the 60 days if we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods and proof may be required.  
 ILLEGAL USE OF THE ACCOUNT OR SERVICES: You agree not to use or allow anyone else to use your Credit Union Account or any Services, including but not limited to loans, in any illegal transaction, including but not limited to on-line (internet) gambling, sports betting or purchasing lottery tickets. Any illegal use shall be deemed an event of default. You agree that the Credit Union shall have no responsibility for such use, and you agree to indemnify the Credit Union for any losses it may incur as a result of such use.
7. ATM SAFETY PRECAUTIONS: Exercise discretion when using an Automated Teller Machine or night deposit facility and observe basic safety precautions. Prepare for any ATM transaction prior to approaching the ATM or night deposit facility. Retain your receipts and do not leave them at the ATM or night deposit facility. Treat ATM Cards, Debit Cards and Credit Cards like cash. Do not lend your Card to anyone, and do not leave your Card or any other documents at the ATM or any night deposit facility. Keep your PIN secret and memorize it. Do not give anyone information regarding your Card or PIN over the telephone. When using a walk-up ATM, place your body in a position so that you will prevent others from observing your PIN when entered. When using a drive-up ATM, keep your car doors locked and the engine running. At any ATM or night deposit facility, keep a lookout for any suspicious activity near the facility and assure yourself that the facility and all approaches to the facility are well lighted. Conceal cash received from an ATM to the best of your ability and count it after you have left the ATM. If anyone offers assistance while you are operating an ATM do not accept it.  
 If you have begun a transaction, consider canceling the transaction and leaving the ATM location. If your Card is lost or stolen, follow the procedures set forth in these disclosures. Finally, compare your receipts against the Account statements you receive and notify us immediately if you suspect that an error or unauthorized transaction has occurred.
8. CONTACT IN THE EVENT OF AN UNAUTHORIZED TRANSFER: 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: (800)731-4477 or write us at P.O. Box 8929, Stockton, CA 95208.
9. PREAUTHORIZED PAYMENTS:  
**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments.  
 Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our

separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay may tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. **SHARE SAVINGS LIENS:** In the event that a negative balance is created in your deposit account (whether due to ATM or point of sale activity, non-sufficient 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 deposit account (excluding IRA's and deferred compensation account), which you have an interest now or in the future, including account(s) upon which you are a joint owner, in an amount equal to the negative account balance. If you request that we issue a card and a pin to you, and if your card or your pin may be used to access your open-end credit plan agreement with us by way of overdraft protection advances or otherwise, a security interest in your accounts with us is a condition to the issuance of the card and the pin, in that event, you grant us a security interest in all accounts with us in which you have an interest now or in the future, including accounts on which you are a joint owner, to secure all advances made under your open-end credit plan agreement, whether directly or indirectly, through the use of your card or your pin. You authorize us to apply funds in your accounts to pay amounts due under your open-end credit plan agreement if you are in default. You are not giving us a security interest in any individual retirement and deferred compensation accounts which would lose special tax treatment if given as security.
11. **ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES:**  
If you pay for something with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told by the merchant (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
12. **CHOICE OF LAW:**  
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.
13. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:**  
Call or write us at the telephone number and address disclosed in Section 8 of this agreement as soon as you can if you think your statement is wrong, or if you need more information about a transfer listed on the statement or receipt.

You must notify us within the time deadlines that are governed by the type(s) of electronic transaction(s) that is being disputed. If you tell us orally, we may require you to send the complaint or question in writing within 10 business days in order to start the investigation. We will research to determine whether an error occurred within 10 business days after we receive your written communication, 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 take up to 45 days to investigate, we may provisionally credit your account within 10 business days for the amount you think is the error, so that you will have the use of the money during the time it takes us to complete our investigation. At the close of the investigation you will receive the results within three (3) days of any actions taken on your account.

For electronic transactions which are governed by the National Automated Clearing House Association, (NACHA), all revocation requests to return an electronic item may be returned for any valid reason under the NACHA Operating Rules, including as "unauthorized" transactions must be made within the 60 calendar days from the date of original entry settlement date provided a Written Statement of Unauthorized Debit has been obtained from you.

Entries that may be returned also are:

- a. POP (Point of Purchase)
- b. TEL (Oral authorization obtained from member by telephone)
- c. Single Entry WEB (Internet initiated payments)

For electronic transactions which are governed by the National Automated Clearing House Association, (NACHA), all requests to return unauthorized transactions must be made within the 15 days from receipt of the member's periodic statement.

Special Conditions apply for returning the following electronic transaction types:

- a. **RCK-(Represented Check Entry)**  
Ineligible item to initiate RCK entry  
Notice to the represented check entry policy was not given by merchant.  
Signatures to which the RCK relate are not authentic.  
The amount was not accurately obtained.  
Both the RCK entry and the original item to which it relates were paid.
  - b. **ARC-(Accounts Receivable Entry)**  
Notice was not provided by the Originator/Merchant  
The source document used for the debit is improper  
The source document was presented for payment  
The amount of the ARC entry was not accurately obtained
  - c. **POP (Point of Purchase Entry)**  
The debit entry for which the receiver is seeking re-credit was not authorized by the receiver/member.  
The source document for the debit entry is improper.  
The source document was presented for payment.
14. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC VISA DEBIT CARD:**  
Telephone or write us at the telephone number and address disclosed in Section 8 of this agreement as soon as you can if you think your statement is wrong, or if you need more information about a transfer listed on the statement or receipt.

Members must notify us within the time deadlines that are governed by the type(s) of electronic transaction(s) that is being disputed. If you tell us



orally, we may require you to send the complaint or question in writing within 10 business days. We will research to determine whether an error occurred within 10 business days after we receive your written communication, and will correct any error promptly. If we need more time; however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to take up to 45 calendar days to investigate, we will provisionally credit your account within 5 business days for the amount you think is the error, unless we determine that the circumstances or your account history warrants a delay of up to 10 business days, so that you will have the use of the money during the time it takes us to complete our investigation. At the close of the investigation you will receive the results within three (3) business days of any actions to be taken on your account.

For VISA Debit Card transactions which are governed by VISA USA, and our Third Party Processor(s), some types of claims must be made before 45 days, but the majority of claims have a time limit of 90 days from the date of settlement.

15. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR NEW ACCOUNT:**

If you give notice of any error within 30 days after the first deposit to the account was made, (and you have not had any other accounts with us for at least 30 days at that time), we will tell you the results of our investigation within 20 business days after we hear from you. If you tell us orally, we may require you to send the complaint or question in writing within 10 business days. We will research to determine whether an error occurred within 10 business days after we receive your written communication. If we need more time to investigate; we may provisionally credit your account within 20 business days so that you will have the use of the money during the time it takes us to complete our investigation. If a notice of error involves an electronic funds transfer that:

- a. Was not initiated within the United States or
- b. Resulted from a Point of Sale debit card transaction or
- c. Occurred within 30 days after the first deposit to the account was made,

The extended investigation period described above will be 90 days in place of 45 days.

16. **FEES:** Our fees and charges are set forth in the **Schedule of Fees and Charges**. 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).

17. **BUSINESS DAYS:** Our business days are Monday through Friday except federal holidays at all our branches. Our hours for conducting business will be posted in the lobby.

18. **RIGHT TO RECEIVE DOCUMENTATION:**

- a. If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account.
- b. If you have requested preauthorized payments, you can get copies of the preauthorized payment documentation from the third party being paid at the time you gave them the initial authorization.
- c. You will receive a receipt at the time you use the ATM or Point-of-Sale Terminal describing the transaction in detail for transactions over \$15.00. Review it to make sure that it is correct and keep all receipts to check against your monthly statement.
- d. In the event that we offer and you subscribe to home banking services, you will receive a transaction confirmation number for all properly instructed transactions completed through such services.
- e. You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

19. **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, 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.

20. **PROVISIONALITY OF PAYMENT TO RECEIVERS**

Credit given by Premier Community Credit Union to the member with respect to an ACH (automated clearing house) credit entry is provisional until the credit union receives final settlement for such entry through a Federal Reserve Bank. If Premier Community Credit Union does not receive such final settlement, the member is hereby notified and agrees that the credit union is entitled to a refund of the amount credited to the member in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid the member the amount of such entry.

21. **INFORMATION DISCLOSURE:** We will disclose information to third parties about your account or transactions you make:

- a. When it is necessary to complete a transaction;
- b. In order to verify the existence or condition of your account for a third party such as a credit reporting agency or a merchant;
- c. In order to comply with a government agency or court order;
- d. If you give your written permission.

22. **LIABILITY FOR FAILURE TO MAKE OR COMPLETE TRANSACTIONS:** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. We will not be liable:

- a. If, through no fault of ours, your account does not contain enough money to make the transaction
- b. If the ATM or Point-of-Sale terminal where you are making the transaction does not have enough cash
- c. If the electronic system was not working properly and you knew about the breakdown when you started the transaction
- d. If the money in your account is subject to an uncollected fund hold, legal process or other circumstances restricting such transactions or payments
- e. If circumstances beyond our control such as fire, flood, electrical failure and malfunction of central data processing facility prevent the completion of the transaction
- f. If the transfer would go over the credit limit on your overdraft Line-of-Credit, if any
- g. If your Card has expired, is damaged; is inactive because of nonuse, is retained by your request or because the PIN has been repeatedly entered incorrectly
- h. If the failure to complete transaction was done to protect the security of your account and/or the electronic terminal system
- i. If there are other exceptions established in an agreement with us
- j. If you do not obtain confirmation at the time you initiate a transfer or payment

23. **TERMINATION:** We may, at our option, terminate this Agreement under the following conditions:

- a. Upon adverse re-evaluation of your creditworthiness;
- b. Upon your default or failure to satisfy the terms of the Agreement;
- c. At our option, we may terminate this Agreement at any time subject to such notification required by applicable law. You may terminate this Agreement by notifying us in writing at the address disclosed in Section 8 of this Agreement. Your notification will not be effective until we have had sufficient time to act upon it.

If you terminate this Agreement, you will still be obligated to repay any extensions of credit occasioned by your use of your Card, your PIN or any other electronic fund transfer service, as well as any fees or charges assessed against you.

24. **CHANGE OF NAME, ADDRESS, and EMPLOYMENT:** Within a reasonable time, you agree to notify us of any change in your name, address, phone number or employment.

25. **JOINT AND SEVERAL LIABILITY:** If your account is a joint account, either or any of the signers or owners of the account may withdraw funds. All charges made to your account by us upon use of the ATM, Debit Card, or PIN by any one of the signers or by another person with the consent of one of the signers shall be fully binding on all signers on the account.

26. IMPORTANT NOTICES- For any notification to the Credit Union including:
- Any suspected error or question,
  - Notice of theft or loss of an ATM card or Debit card,
  - Notice of possible unauthorized use of your Personal Identification Number (PIN)
  - A request to stop payment on a pre-authorized transfer.
  - Documentation of a pre-authorized transfer,
  - A request that we close your ATM or Debit card accessible account(s).

CALL US AT (800) 731-4477 or (209) 235-1100 during our regular business hours, or WRITE US at P.O. Box 8929, Stockton, CA 95208.

27. CHANGE IN TERMS: We may change the terms and charges for the services indicated in this Disclosure and Agreement and may amend this Disclosure and Agreement from time to time. If you have an account with us through whom electronic transactions are being processed, you will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

## INTERNET BANKING AGREEMENT AND DISCLOSURE

This Online Banking and Agreement and Disclosure describe your rights and obligations as a user of Premier Community Credit Union's online banking service. By requesting and using the service, you agree to comply with the terms and conditions of this Agreement and all applicable terms and conditions of the Electronic Funds Transfer Agreement and Disclosure.

- "Online Banking" is the Internet based service providing access to your Premier Community Credit Union account(s).
- "Online Account" is the bank account from which you will be conducting transactions using a service. You must have an existing account with us to enable our Online Banking service.
- "User ID" is the identification code assigned to you for your connection to the service.
- "Password" is the member generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the service.
- After your account has been opened, you may use your personal computer to access your account(s) online. You must use your account number along with your personal identification number (PIN) number to access you accounts. The Internet Banking service is accessible 24 hours a day 7 days a week for your convenience. However, the availability of services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies.
- We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may refuse to honor any transaction for which you do not have sufficient available verified funds.
- For purposes of transactions, our business days are any calendar days other than Saturday, Sunday, or any federal holidays.

At the present time, you may use online banking to:

- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, loan, certificate accounts and money market.
- Verify if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Obtain last dividend date and amount.
- Verify the last date and amount of your payroll deposit.
- Request stop payment on share drafts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit or Home Equity Line of Credit (HELOC) account.
- Obtain loan payment due date and payoff information.
- Request a new loan.

## BILL PAY DISCLOSURE

Premier Community Credit Union offers bill pay services for Internet Banking users from iPay Corporation. The Bill Payment service must be requested by you through our online banking system and once approved you will be able to access the online Bill Payment services. Bill Payment provides the capability to initiate payment of bills online, and eliminates the need to write checks and pay postage. One time or recurring payments can be scheduled 24 hours a day 7 days a week. Bill Payment is accessible through Premier Community Credit Union's Internet Banking site, which provides the latest encryption technology available for secure transactions.

Bill Payments are only processed on actual business days and the payments can take anywhere from 5 to 7 business days to reach the payee. The Premier Community Credit Union share draft account you designate will be debited within 2 business days of the processing date specified. Bill Payment transactions appear on monthly statements as ACH debits with the payee names.

We do not initiate the Bill Payment transactions. All Bill Payment transactions are processed by iPay Corporation either by ach or check form. If you have questions about a Bill Payment transaction, contact iPay at 866-300-7233 or Premier Community Credit Union at 209-235-1100.

**Internet Bill Payment Fees:** See Schedule of Fees and Charges.

If an Internet Bill Payment transaction is returned for non-sufficient funds, subsequent Bill Payment transactions will be suspended or stopped until the non-sufficient funds situation has been corrected. iPay reserves the right to terminate the Internet Bill Payment service for non-sufficient funds activity.

**Cancellation of Service:** In order to cancel your Internet Bill Payment service, contact iPay at 866-300-7233 or Premier Community Credit Union at 209-235-1100, or by mail:  
Premier Community Credit Union  
PO Box 8929  
Stockton, CA 95205

iPay Corporation reserves the right to cancel Bill Payment at any time for misuse of the service. Premier Community Credit Union also reserves the right to cancel Bill Payment at any time.

## **INTRODUCTION**

This agreement governs Internet Bill Payment offered by Premier Community Credit Union. We provide access to Internet Bill Payment through iPay (Internet Bill Payment Service) to those members who use Internet Banking. By using your Internet Banking password you will authorize the Bill Payment Service to make payments on your behalf to others from your designated Premier Community Credit Union share draft account via the Internet.

## **PASSWORDS AND SECURITY**

You will access Bill Payment through Internet Banking after you have entered your Internet Banking Password. You are responsible for transactions made with your Internet Banking password.

## **TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS**

Bill Payments that you authorize will be deducted from your Premier Community Credit Union share draft account you designate. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. You or any persons on your account who you have authorized to use your Internet Banking Password and Internet Bill Payment Service can perform the following transactions:

1. From your designated Premier Community Credit Union share draft account, pay any payee in accordance with this agreement a one-time or recurring amount.
2. Obtain information (payee information, payment status information, etc.) about your Bill Payment account status.

If you initiate a Bill Payment that is returned for non-sufficient funds, your bill pay account will be blocked and you will be unable to submit additional bill payment requests until the account is properly funded and the return(s) cleared. Each transfer or Bill Payment that creates an overdraft will be charged a non-sufficient funds (NSF) fee in accordance with Premier Community Credit Union's current Schedule of Fees and Charges.

Transactions cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account for which funds are held or pledged, accounts not in good standing with us, or from any account subject to legal process or other encumbrance restricting the transfer.

## **LIABILITY**

Premier Community Credit Union and the Bill Payment Service will use their best efforts to process all your transactions properly. However, neither we nor the Bill Payment Service shall incur liability if they are unable to complete any transaction you have initiated because:

1. Your designated share draft account and your first overdraft source do not have sufficient funds to complete the payment or the payment would exceed the credit limit of your overdraft account
2. The Internet, Internet Banking or the Internet Bill Payment Service is not working properly and you know or have been advised by us or the Bill Payment Service about the problem
3. You have not provided us or the Internet Bill Payment Service with the correct name or account number or information
4. Circumstances beyond our control or the Internet Bill Payment Service's control (such as, but not limited to: fire, flood) prevent the proper execution of the payment and Premier Community Credit Union and the Internet Bill Payment Service have taken reasonable precautions to avoid those circumstances.

## **LIABILITY AND NOTIFICATION FOR UNAUTHORIZED INTERNET BILL PAYMENT TRANSFERS**

An unauthorized Internet Bill Payment transfer is any Bill Payment transfer that you have not authorized, including one made with a lost or stolen Internet Banking password. If you believe that someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make, you must notify Premier Community Credit Union at 209-235-1100 or iPay at 866-300-7233. Notwithstanding the above, you may be liable for greater amounts than listed above to the extent allowed under applicable law if we determine that you were grossly negligent or fraudulent in the handling of your account.

## **STOPPING PAYMENTS**

If you wish to stop a payment to a payee that has not yet been processed, you may simply cancel the payment through Bill Payment. If you wish to stop a payment that has already been processed by the bill pay service, you must call us at 209-235-1100 or iPay at 866-300-7233. If a stop payment can be placed, a stop payment fee will be charged. Any stop payment fees will be deducted from your Premier Community Credit Union share draft account. See Schedule of Fees and Charges.

**DISCLOSURE OF ACCOUNT INFORMATION** We will disclose information to third parties about your account(s) or transactions(s):

1. To a payee or their financial institution, in order to complete the transaction;
2. Where it is necessary for completing the transaction;
3. In order to verify the existence and condition of your account for a credit bureau; or
4. In order to comply with government agency or court orders; or
5. If you give us your written permission.

## **ACCEPTED AND AGREED**

By signing the Membership Application and by accepting Bill Payment services sign-up online, you agree to the terms and conditions of the Electronic Bill Payment Agreement and Disclosure which have been provided to you by Premier Community Credit Union.

The provisions set forth above and in the [TIS Supplement](#) are parts of the entire Agreement. You should read and retain this Agreement for future reference.