

# About Your Credit Union Accounts

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And Jury Trial



**siskiyou**  
CREDIT UNION

1420 Fairlane Rd.

Yreka, Ca 96097

530.842.1694

**Mt. Shasta Branch**

**526 Chestnut St.**

Mt. Shasta, CA 96067

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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the appropriate account card and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records.*

*All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share/savings accounts, share draft/checking accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*

**Please also note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER on pages 24-25, which affects your rights with respect to any claims or disputes by or against the Credit Union as described on page 24. You may opt out of that provision as described on pages 24-25.**



## INFORMATION REGARDING MEMBER IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for our Members:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### PAR VALUE

The par value of a share in the Siskiyou Central Credit Union is \$5.

### ACCRUAL OF DIVIDENDS

Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).

### DIVIDEND RATES

The initial dividend rate and annual percentage yield on our share/savings, share draft/checking and share certificate account are stated on the Rate Schedule accompanying this Disclosure.

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

### BALANCE INFORMATION

We compute the balance in our share/savings and share certificate accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### BYLAW REQUIREMENTS

The Credit Union requires a one-time, non-refundable membership fee of \$5.

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board. A member who reduces his share balance below the par value of five shares and does not increase the balance to at least the par value of five shares within three (3) months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

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

#### **REQUIREMENT TO MAINTAIN A REGULAR SHARE/SAVINGS ACCOUNT**

You must open a Regular Share/Savings Account to open any subsequent accounts. You must maintain the Regular Share/Savings Account to avoid closure of that account and any subsequent accounts.

#### **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

#### **CHANGES IN TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## **ABOUT OUR SHARE/SAVINGS ACCOUNTS**

Siskiyou Central Credit Union's share/savings accounts let you deposit your money in a savings account and withdraw your money generally at any time (with the exception of Club Accounts). Our share/savings accounts are Primary Share/Savings, Money Market Share/Savings, Vacation Share/Savings, and Fresh Start Share/Savings.

#### **RATE INFORMATION**

Our share/savings accounts are designated variable rate accounts on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

#### **TRANSACTION LIMITATIONS**

No more than six preauthorized, automatic, or telephone transfers may be made from your share/savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month or no more than six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

#### **► *About Our Primary Share/Savings Account***

##### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited quarterly. For the Primary Share/Savings Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

If you close your Primary Share/Savings Account before dividends are credited, you will not receive accrued dividends.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must purchase five shares (each share is \$5.00) in the Credit Union to open a Primary Share/Savings Account. You must maintain a minimum balance of \$100.00 in this account to obtain the annual percentage yield stated on the Rate Schedule. You must maintain a minimum balance of \$25.00 in this account to avoid closure.

► ***About Our Money Market Share/Savings Account***

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded/earned daily and credited monthly. For the Money Market Share/Savings Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Money Market Share/Savings Account. You must maintain a minimum balance of \$2,500 in this account to obtain the annual percentage yield stated on the Rate Schedule. If the balance falls below \$2,500 and at the end of one month the account has not been increased to the required minimum amount, the entire balance will be held in the account until you inform the credit union to transfer the funds to another dividend-earning deposit account. In the meantime, the funds will not earn dividends.

► ***About Our Senior Share/Savings Account***

The Senior Share/Savings Account is designed for members age 62 and over. The Senior Share/Savings Account includes additional benefits offered to eligible members. Contact the Credit Union for a list of account benefits.

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited quarterly. For the Senior Share/Savings Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

If you close your Senior Share/Savings Account before dividends are credited, you will not receive accrued dividends.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must purchase five shares (each share is \$5.00) in the Credit Union to open a Senior Share/Savings Account. You must maintain a minimum balance of \$100.00 in this account to obtain the annual percentage yield stated on the Rate Schedule. You must maintain a minimum balance of \$25.00 in this account to avoid closure.

► ***About Our Vacation Share/Savings Account***

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited quarterly. For the Vacation Share/Savings Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

If you close your Vacation Share/Savings Account before dividends are credited, you will not receive accrued dividends.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must maintain a minimum balance of \$100 in this account to obtain the Annual Percentage Yield stated on the Rate Schedule.

► ***About Our Christmas Club/Savings Account***

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited quarterly. For the Christmas Club/Savings Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

If you close your Christmas Club/Savings Account before dividends are credited, you will not receive accrued dividends.

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must maintain a minimum balance of \$100 in this account to obtain the Annual Percentage Yield stated on the Rate Schedule.

**TRANSACTION LIMITATIONS**

Our Christmas Club/Savings Account may be opened at any time and deposits made as often as you wish. Funds will be disbursed into your Regular Club/Savings Account on or about October 20. If a withdrawal is made prior to October 20 the entire amount must be withdrawn and the account closed.

► ***About Our Fresh Start Share/Savings Account***

**DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited quarterly. For the Fresh Start Share/Savings Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

If you close your Fresh Start Share/Savings Account before dividends are credited, you will not receive accrued dividends.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open the Fresh Start Share/Savings Account is \$100.00. You must maintain a minimum balance of \$100.00 in this account to obtain the annual percentage yield stated on the Rate Schedule and to avoid closure.

## **ABOUT OUR SHARE DRAFT/CHECKING ACCOUNTS**

Siskiyou Central Credit Union offers a share draft/checking accounts that let you withdraw your money and write checks against your account at any time. Our Share Draft/Checking accounts is the Platinum Share Draft/Checking Account.

### **RATE INFORMATION**

Our Share Draft/Checking accounts do not earn dividends.

### ▶ ***About Our Regular Share Draft/Checking Account***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

In order to avoid the monthly service fee as stated on the Fee Schedule, you must meet **all** of the following criteria:

- Maintain a direct deposit or a average balance of \$200.00 in the account each month; and
- Receive electronic statements (e-Statements); and
- Have an active debit card.

### ▶ ***About Our Platinum Share Draft/Checking Account***

The Platinum Share Draft/Checking account includes additional benefits offered to eligible members. Contact the Credit Union for a list of account benefits.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is a monthly service fee as stated on the Fee Schedule for the Platinum Share Draft/Checking Account.

### ▶ ***About Our Senior Share Draft/Checking Account***

The Senior Share Draft/Checking is designed for members age 62 and over. The Senior Share Draft/Checking account includes additional benefits offered to eligible members. Contact the Credit Union for a list of account benefits.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

In order to avoid the monthly service fee as stated on the Fee Schedule, you must meet **all** of the following criteria:

- Maintain a direct deposit or a minimum balance of \$200.00 in the account each month; and
- Receive electronic statements (e-Statements); and
- Have an active debit card.

## **ABOUT OUR SHARE CERTIFICATE ACCOUNTS**

Siskiyou Central Credit Union's share certificate accounts let you deposit your money for a specified period of time.

### **ANNUAL PERCENTAGE YIELD**

The annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

### **MATURITY**

Your account will mature as reflected on the Rate Schedule.

### **RATE INFORMATION**

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

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Share Certificate Account is \$100. You must maintain a minimum balance of \$100 in your account to obtain the annual percentage yield stated on the Rate Schedule and to avoid closure.

### **RENEWAL OF ACCOUNT/GRACE PERIOD**

Depending on certificate type your account may automatically renew, or upon maturity be transferred into your base savings account. Please refer to your Certificate agreement for details.

### **ACCOUNT LIMITATIONS**

You may make withdrawals of dividends from your account at any time.

## **EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you withdraw principal from your account before the maturity date. The penalty imposed shall be 90 days' dividends.

## **EXCEPTIONS TO PENALTIES**

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share/savings account or the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 73 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## **ELECTRONIC FUND TRANSFERS DISCLOSURE AND AGREEMENT**

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Siskiyou Central Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Siskiyou Central Credit Union is given below, followed by specific disclosure information for each service. Siskiyou Central Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Siskiyou Central Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Siskiyou Central Credit Union.

## **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will issue you a Personal Identification Number (PIN)/Access Code that must be used with the ATM/Debit Card for transactions that require the use of a PIN/Access Code. This number should be memorized-DO NOT write it on your ATM/Debit Card or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows 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 the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

## **SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

## **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your ATM/Debit Card, PIN or Access Code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 530.842.1694 or write to us at P.O. Box 1125, Yreka, CA 96097-1125. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share/savings or share draft/checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 530.842.1694 or write to us at P.O. Box 1125, Yreka, CA 96097-1125 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

### **CHARGES**

In order to obtain the electronic services listed, you must open and maintain a share/savings or share draft account. All charges associated with our electronic fund transactions inclusive of our internet services are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **ADDRESS CHANGE**

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Debit Cards or designated accounts.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/Debit Card, PIN/Access Code with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/Debit Card, PIN/Access Code or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/Debit Card, PIN/Access Code or account; or
- c) you or any authorized user of your ATM/Debit Card, PIN/Access Code or account request that we do so.

## **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

## **SIGNATURES**

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **► *Additional Disclosure Applicable to ACH Services***

### **DOCUMENTATION OF DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every 60 days, you can call us at 530.842.1694 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

## **DISCLOSURE OF RIGHT TO STOP PAYMENT**

### a) 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 for a service charge as stated on our Fee Schedule. Here's how: Call us at 530.842.1694 or write to us at P. O. Box 1125, Yreka, CA 96097-1125, in time for us to receive your request three 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.

### b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will 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.

## **TRANSACTIONS AVAILABLE**

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

- Make deposits to your share/savings or share draft/checking account;
- Make loan payments;
- Pay bills directly from your share/savings or share draft/checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

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

## **► *Additional Disclosures Applicable to ATM and POS Services***

### **RULES FOR USE**

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines ("ATM's") or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share/savings or share draft/checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

### **ATM FEES**

When you use an ATM not owned by Siskiyou Central Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or Visa Debit Card issued by Siskiyou Central Credit Union for use of an electronic terminal operated by Siskiyou Central Credit Union.

### **TRANSACTIONS AVAILABLE**

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

- Make deposits to your share draft/checking account;
- Withdraw cash from your share draft/checking;
- Transfer funds between your share/savings and share draft/checking account;
- Make point-of-sale payments for goods and services to others from your share draft/checking account;
- Make loan payments; and
- Make account balance inquiries.

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

### **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals up to \$500 per day as long as your available balance will cover the transaction. You may make POS transactions up to \$1,500 per day. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

### **ACCESS CARDS**

All ATM Cards/POS Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/POS Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return 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 are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the branch and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

### ► ***Additional Disclosures Applicable to Audio Response Telephone ("ART")***

#### **TRANSACTIONS AVAILABLE**

You may use your ART service to perform the following transactions:

- Obtain account and loan balances;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share/savings or share draft/checking accounts;
- Transfer funds between your share/savings and share draft/checking and line of credit accounts; and
- Make loan payments.

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

#### **TRANSACTION LIMITATIONS**

The maximum amount you may withdraw by check is \$10,000 during any 24-hour period.

### ► ***Additional Disclosures Applicable to Visa® Debit Card Services***

#### **ISSUANCE OF CARD**

"Card" means the Siskiyou Central Credit Union Debit Card and any duplicates, renewals or substitutions the Credit Union issue to you; "Account" means the account designated on the application for your Debit Card.

#### **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

#### **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

Purchases made above the floor limit of the merchant will require an authorization number from Visa.

#### **USE OF THE CARD**

You may use the Card and PIN to:

- Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your Account and another account you have with the Credit Union; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards; (these are point-of-sale or POS transactions);
- Order goods or services by mail, telephone or online from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.
- Some of these services may not be available at all terminals.

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

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

#### **ILLEGAL USE OF VISA® DEBIT CARD**

You agree that your Visa Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

#### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

#### **REFUSAL TO HONOR CARD**

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

#### **FOREIGN TRANSACTIONS**

**Foreign Transactions in Foreign Currency-** Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, this rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

**Foreign Transactions in U.S. Currency-** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of point eight percent (.8%), regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country.

#### **► *Additional Disclosures Applicable to On-Line Home Banking (“Flex Teller”)***

##### **SYSTEM REQUIREMENTS**

Flex Teller allows convenient access to your account information 24 hours a day. To use Flex Teller you must have a computer, modem, Internet Service, browser, your account number and a password.

## **TRANSACTIONS AVAILABLE**

You may use your Flex Teller service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share draft/checking and share/savings account;
- Transfer funds between your share draft/checking, share/savings account and Line of Credit;
- Access your Line of Credit for loan advancements by check;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments; and
- Pay bills through Bill Pay from share draft/checking.

## ► ***Additional Disclosures Applicable to On-Line Bill Payer***

### **SYSTEM REQUIREMENTS**

To use Bill Pay you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

### **RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

a) 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 also stop any of these payments. Here's how: Call at 530.842.1694 for Bill Pay Services or write to us P.O. Box 1125, Yreka, CA 96097-1125, in time for us to receive your request three 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 fourteen (14) days after you call. You can stop payments with us for a fee as stated on our Fee Schedule, or you can stop payments by either editing the payment or calling iPay Solutions at 1-866-397-2443.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (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.

## **TRANSACTIONS AVAILABLE**

You may use your Bill Pay service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

## **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Bill Pay service:

- The maximum you may withdraw by check is \$3,000 during any 24-hour period;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

## **METHODS AND RESTRICTIONS**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

## **MEMBER RESPONSIBILITIES**

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- cancel through On-Line Bill Payer in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

## **► *Additional Disclosures Applicable to Mobile Banking Services***

### **SERVICES**

The Mobile Banking service allows you to access your account information through your mobile device. You may access the Mobile Banking service either by mobile application or mobile Web browser.

### **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must have a mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit [www.siskiyoucu.org](http://www.siskiyoucu.org) on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the Siskiyou Central Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

### **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan account balance information;
- View account/loan account history;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your shares/savings and share draft/checking accounts;
- Make loan payments;
- Access the Credit Union's Mobile Deposit services;
- Make loan payments; and
- Pay bills through Bill Pay from share draft/checking.

### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Mobile Banking service:

No more than six preauthorized, automatic, or telephone transfers may be made from your share/savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month or no more than six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

## ► *Additional Regulations Relating to Fund Transfers*

### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 1:30 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **SERVICE CHARGES/FEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

### **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

### **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

### **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

### **NOTICE OF RECEIPT OF ACH FUNDS**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

### **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

## **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

## **MOBILE DEPOSIT DISCLOSURE AND AGREEMENT**

This Mobile Deposit Disclosure and Agreement as amended from time to time (“Agreement”) sets forth the terms and conditions governing the use of Siskiyou Central Credit Union’s Mobile Deposit services, also known as remote capture services (“Mobile Deposit”). Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Mobile Deposit services offered by Siskiyou Central Credit Union, you agree to be bound by the terms and conditions of this Agreement. In this Agreement, the terms “you” and “your(s)” refer to the Member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to Siskiyou Central Credit Union. Additional disclosures will be provided when you enroll in the service.

### **WHAT IS MOBILE DEPOSIT?**

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Siskiyou Central Credit Union Mobile Application and your mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

### **SYSTEM REQUIREMENTS**

To use Mobile Deposit, you must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. You must also have the Siskiyou Central Credit Union Mobile Application installed on your mobile device. The Siskiyou Central Credit Union Mobile Application can be downloaded from your device’s application store. The Operating System version must be compatible with the latest version of the application.

### **REQUIREMENTS FOR ELECTRONIC IMAGES**

Prior to creating an Electronic Image of a check, you must add the words “Remote Deposit Capture or RDC,” your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An “Electronic Image” must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank’s pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items are **not** accepted for deposit through the Mobile Deposit service:

- Items displaying a “non-negotiable” or “void” notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union’s current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as the Credit Union may establish from time to time.

### **TRANSACTION LIMITATIONS**

There is a \$10,000.00 limit per day, \$5000.00 limit per check and 6 checks per deposit. We reserve the right to modify this limit from time to time.

## **PROCESSING ELECTRONIC IMAGES**

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable (“Paying Bank”); (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union’s rejection of any item(s), or for any item(s) returned unpaid.

## **CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT**

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 5:00 p.m. Pacific Time on a business day the Credit Union is open (a “business day” is any day except Saturdays, Sundays and holidays) will be credited to your account on the first (1st) business day after the day we receive your deposit. Deposits received after 5:00 p.m. Pacific Time on a business day the Credit Union is open will be credited on the second (2nd) business day after we receive your deposit. Funds that you deposit using the Mobile Deposit service may not be immediately available to you.

## **FEES**

All fees or charges associated with the Mobile Deposit service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Remote Deposit service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

## **RECORD RETENTION**

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of sixty (60) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

## **HOW TO NOTIFY US IN CASE OF ERRORS**

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at 530.842.1694 or write to us at P.O. Box 1125, Yreka, CA 96097-1125. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

## **SERVICE AND MAINTENANCE**

We may periodically audit the Mobile Deposit service and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at the Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at P.O. Box 1125, Yreka, CA 96097-1125.

## **OUR RIGHT TO AUDIT**

We may periodically audit your individual transactions and use of the Mobile Deposit service to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Mobile Deposit service at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **ELECTRONIC DISCLOSURE OF MOBILE DEPOSIT DISCLOSURE AND AGREEMENT**

By accessing the Mobile Deposit service, you acknowledge and accept electronic receipt of the Credit Union's Mobile Deposit Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Mobile Deposit service or designated accounts.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

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

## **MEMBER WARRANTIES AND INDEMNIFICATION**

By using the Mobile Deposit service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Mobile Deposit service.

## YOUR ABILITY TO WITHDRAW FUNDS

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

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

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 5:00 p.m. 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$275 of your deposits will be available on the first business day.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 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 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 no later than the seventh (7th) business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. Our ATM's will add a 2-day hold on deposits. All ATM's that we own or operate are identified as our machines.

## UNCLAIMED PROPERTY LAW- IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share/savings, share draft/checking, share certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

# GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

## DEFINITIONS

ACCOUNT AGREEMENT means any share/savings, share draft/checking, share certificate, trust, totten trust or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

## MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

## ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement ("Account Holder"). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

## SPECIAL RULES FOR JOINT ACCOUNTS

**Withdrawals by and Liability of Joint Owners** - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits** – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

**Disputes** – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

## NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

## ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

## NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. We may also charge you a fee for returned mail as stated on our Fee Schedule. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## FINANCIAL ABUSE REPORTING

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectability of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold

(freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

#### **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

#### **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share/savings or share draft/checking account or the issuance of an ATM card, debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

#### **NEGATIVE CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Siskiyou Central Credit Union, P.O. Box 1125, Yreka, CA 96097-1125 so we can investigate.

#### **POST-DATED SHARE DRAFTS AND CHECKS**

The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

#### **EXAMINATION OF STATEMENTS**

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

#### **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment.

#### **FEES AND CHARGES**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

#### **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

#### **ATTORNEYS' FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

#### **GOVERNING LAW**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

### **► *Share/Savings Account Agreement***

#### **TRANSFERS TO THIRD PARTIES**

No more than six preauthorized, automatic, or telephonic transfers may be made from each savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month or no more than six transfers may be made by check, draft, debit card, or similar order payable to a third party. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

### ► *Share Draft/Checking Account Agreement*

## WITHDRAWALS, APPROVED METHODS

Only share draft/check and other methods approved by the Credit Union may be used to withdraw funds from a share draft/checking account.

## ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

## DEMAND DRAFTS

The Credit Union may pay and charge to the applicable share draft/checking account, share drafts/checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts/checks shall be the same as if it were a share draft/check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts/checks. It is further agreed that if any such share draft/check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

## OVERDRAFTS

The Credit Union is under no obligation to pay a share draft/check which exceeds the available balance in an account; the Credit Union may, however, pay such a share draft/check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

**NOTICE REGARDING NSF FEES:** When an item is returned unpaid due to insufficient available funds, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released.

until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call 530.842.1694.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- *Any checks you have written that have not yet been presented for payment.*
- *Any automatic bill payments you have scheduled that have not yet been sent.*
- *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

### **STALE-DATED SHARE DRAFTS/CHECKS**

The Credit Union is under no obligation but may pay a share draft/check which is presented more than six (6) months after it is dated. The Credit Union may assess a return item fee upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

### **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account for a fee as stated on the Fee Schedule. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

### **TRUNCATION OF DRAFTS**

The Account Holder(s) acknowledges that share drafts/checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

### **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft/check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

### **CLOSURE OF ACCOUNT**

The Credit Union may close a share draft/checking account at any time. Closure of a share draft/checking account will not affect the obligation to pay any outstanding balances or charges owed.

### **FOR SHARE DRAFT/CHECKING ACCOUNTS WITH SHARE/SAVINGS OVERDRAFT PROTECTION**

If any Account Holder(s) writes a share draft/checking that would result in this share draft/checking account being overdrawn, the Credit Union is authorized to charge the designated share/savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to this share draft/checking account. No share draft/check overdraft may be paid by charging a share/savings account if, as a result of such charge, that share/savings account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

### **FOR SHARE DRAFT/CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a share draft/check which would result in this share draft/checking account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this share draft/checking account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft/check and any associated fees.

## **► *Share Certificate Account Agreement***

### **PLEDGING OF FUNDS**

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL

*Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt-out as permitted below.*

### ARBITRATION

To the extent permitted by the Federal Arbitration Act (the “FAA”) and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union Account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

The arbitration will be subject to the Rules of the American Arbitration Association (“AAA”) in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state’s equivalent court, for any claim or dispute within the scope of the small claims court’s jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

Notwithstanding anything to the contrary in this Agreement, this arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge or AAA panel member with experience and knowledge regarding financial institutions and transactions.

The filing fees and costs of the arbitration pursuant to this Agreement shall be paid by the Credit Union. Each party shall each be responsible for and pay their respective costs, including attorneys’ fees, incurred by them in preparing and presenting their cases during the arbitration proceedings.

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator’s decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, check the American Arbitration Association’s website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association’s Customer Service telephone number at (800) 778-7879.

### WAIVER OF CLASS ACTION AND JURY TRIAL

**WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE CREDIT UNION WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.**

### ***YOUR RIGHT TO OPT-OUT: ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL***

**IF YOU DO NOT WANT THIS ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION TO APPLY, YOU MAY OPT-OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF YOUR RECEIPT OF THIS AGREEMENT. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE, AND MUST BE MAILED TO THE CREDIT UNION AT: 1420 FAIRLANE RD., YREKA, CA 96097. OPTING OUT WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OTHER RIGHTS AND OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THIS AGREEMENT.**

This Arbitration Provision Does Not Preclude You From Bringing Issues Regarding Your Accounts To The Attention Of Any Federal, State Or Local Agency Or Entity. Such Agency Or Entity May Be Able To Seek Relief On Your Behalf.

Nothing In This Arbitration Provision Shall Limit Your Or Our Right, Whether Before, During, Or After The Pendency Of Any Arbitration Proceeding, To Exercise Any Self-Help Remedies, Such As Set-Off Or Repossession And Sale Of Collateral, Or To Obtain Provisional Remedies (Including But Not Limited To, Injunctive Relief Or Interpleader Relief). The Exercise Of Such Rights Will Not Constitute A Waiver Of The Right To Submit Any Dispute To Arbitration.

This arbitration and waiver of class action and jury trial provision shall survive your death, the closing of any of your accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any claim within the scope of this agreement.

If any term or provision of this arbitration and waiver of class action and jury trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

