MERIWEST CREDIT UNION

CONSUMER ACCOUNT DISCLOSURE AND DEPOSIT AGREEMENT

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Copy Received: You acknowledge receipt of a copy of this Agreement.

Please retain this important document for your records.

YOUR CONSUMER ACCOUNT DISCLOSURE AND DEPOSIT AGREEMENT

In this Consumer Account Disclosure and Deposit Agreement (hereinafter referred to as "Agreement"), the words YOU, YOUR and YOURS mean each and all of those (whether one or more persons) who are subject to this Agreement as a result of signing an Account Signature Card for one or more deposit accounts with us. The words WE, US, OUR and CREDIT UNION mean MERIWEST CREDIT UNION. The terms, conditions and information contained in the Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and become an integral part of this Agreement. This Agreement governs your accounts with us and related services, and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union's Account Signature Card for your account or using your account or any service we provide, you will be considered to have received and agreed to this Agreement.

You should retain a copy of this Agreement (and any information that the Credit Union provides you regarding changes to this Agreement) for as long as you maintain your account with us.

Information Regarding Member Identification

Important Information About Procedures for Opening a New Account.

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

What This Means for You: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Membership/Ownership Application

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

Membership Eligibility

Membership in Meriwest Credit Union is open to all individuals who:

- Live, regularly work, currently attend school, or regularly worship in Santa Clara, Alameda, Contra Costa, San Mateo, or San Francisco, California counties, or Pima County, Arizona; or
- Are employed by public or private technology-based entities, as defined in the Meriwest Credit Union Bylaws, with a location in California or Arizona; or
- Are active or retired employees of International Business Machines Corporation ("IBM") and partially or wholly owned subsidiaries who live within our geographic field of membership; or
- Are employees of or individuals receiving a pension, retirement, or annuity from affiliated companies or Select Employer Groups ("SEG") as approved by the Credit Union's Board of Directors; or
- Are an immediate family member (spouse, child, sibling, parent, grandparent, grandchild, aunt, uncle, niece, nephew, first or second cousin, stepparent, stepchild, stepsibling, parent-in-law, sibling-in-law or any adopted relationship) of a qualified Meriwest Credit Union member (living or deceased); or
- Are a family member, domestic partner, or unrelated person sharing the same household of a qualified Meriwest Credit Union member.
- Are a member of Financial Fitness Association in California or Arizona.

PART I: Arbitration and Waiver of Class Action

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
2. **Effective Date.** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs.

   Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
4. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
6. **Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at 5615 Chesbro Avenue, San Jose, CA 95123, Attn: Payment Processing Center within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Account Agreement or your relationship with the Credit Union.
7. **For More Details.** If you have questions, or need further information or a copy of the Rules, please call us, visit a branch, check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

PART II: Truth-in-Savings Agreement and Disclosure

Section 1. Payment of Dividends

Dividend Rates
The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the California Credit Union Law, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

Rate Information
The dividend rate and Annual Percentage Yield (APY) may change at the discretion of the Credit Union. Current rate information and minimum balance requirements to open and to earn the APY for Credit Union accounts are set forth in the *Rate Schedule* accompanying this Agreement. You may also obtain current rate information by calling the Credit Union at 877-MERIWEST (877-637-4937) or visiting our website at www.meriwest.com.

Dividend Compounding and Crediting for All Accounts
For all dividend bearing checking accounts and all share accounts, dividends will be compounded daily and will be credited on the last day of each month. For these accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for this example is February 1. Dividend bearing checking or share accounts will receive accrued dividends at the time of account closure. Dividends on share certificate accounts are compounded daily and are credited monthly, at maturity, and at closure.

Dividend Computation
For all dividend bearing checking accounts and all share accounts, dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated 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. Dividends on share certificate accounts are calculated by the daily balance method which applies a periodic rate to the balance in the account each day.

Accrual of Dividends
Dividends will begin to accrue no later than on the business day we receive provisional credit for the deposit of non-cash items (e.g., checks) to your account. Cash, wire transfers, certified checks, and checks drawn on Meriwest Credit Union are considered collected funds and start earning dividends immediately upon deposit to a dividend earning account. For dividend purposes, uncertified deposits will be considered collected after 48 hours, excluding weekends and holidays.

Section 2. Terms and Conditions Applicable to All Accounts

Entrance Fee
In order to become a member, you must pay a nonrefundable Membership Entrance Fee as disclosed on our *Fee Schedule*.

Enforcing Terms and Conditions of Agreement
Our delay in enforcing any of the terms and conditions of this Agreement will not prohibit us from enforcing such terms and conditions at a later date.

Amendments
We reserve the right to change any provision of or establish new provisions to this Agreement from time to time by mailing written notice to your address as it appears on our records. This includes, without limitation, making changes to your accounts and services provided under this Agreement, the related fees, rates, balance and rate computation methods, as well as discontinuing or replacing such accounts and services at our discretion, and making changes to further clarify the terms of our products and services. We also reserve the right to amend other forms and/or disclosures provided to you in connection with your account(s) and services. 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/Debit Cards, or designated accounts.

Refusal to Follow Instructions for Illegal, Fraudulent Transactions
We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies (or those of any of our third party processors) or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and

expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

Refusal to Open Account or Provide Service

We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.

Deposit of Checks to Account Held by Joint-Owners

All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks, drafts and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any owners on any item that we take for collection, payment, or deposit to your account. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.

Deposits

You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you. The Credit Union may also refuse to accept all or any part of any deposit.

Direct Deposit Early Access

The Credit Union may make certain eligible electronic deposits, including payroll, pension, and government benefit payments, received via the Automated Clearing House (ACH) network available for your use up to two (2) days before we receive the credit from your payor. Funds made available early will appear in your account's available balance and will post to your account with the effective date of the credit per your payor's instructions. Early availability of direct deposits: (1) is at the Credit Union's sole discretion, (2) is not guaranteed, (3) may vary from deposit to deposit, (3) depends on when we receive the payor's payment instructions, (4) are subject to any limitations we set on the amount of early availability, and (5) are subject to any fraud prevention processes. Not all direct deposits are eligible for Direct Deposit Early Access. Other deposits or credits to your account, such as deposits of funds from person-to-person payments services (e.g., Venmo, PayPal, etc. transfers), check or mobile deposits, instant or real time payments, and other online transfers are not eligible for early access.

For dividend-bearing accounts, dividends on your incoming direct deposit will begin to accrue on the business day we receive credit for the deposit from your payor's bank. Direct deposits made available early will not count towards applicable options to avoid your account's monthly service fee until the effective date the deposit posts to your account (e.g., the credit date from your payor's instructions). If a direct deposit is not made available early, or is not eligible under Direct Deposit Early Access, it will be made available in accordance with our Funds Availability Policy. Except as expressly set forth herein, funds made available early are subject to the same terms and conditions as other deposits to your account. If we've made funds available early and the payor reverses or requests a return of the deposit, or the funds are otherwise uncollected by the Credit Union, you understand and agree that we may debit your account up to the amount of the deposit that was previously made available, even if you have already withdrawn the funds and it creates an overdraft or negative balance on your account. You are responsible for repayment of any overdrawn balances and any fees assessed as a result of the overdraft. Direct Deposit Early Access is offered at the Credit Union's sole discretion, and we reserve the right to change or cancel this service at any time and without notice to you.

Processing of Checks and Other Items

You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over $50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

Foreign Currency Transactions

We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in our Funds Availability Policy.

Charge Back Rights for Deposited Items

We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (1) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (2) we have received a breach of warranty claim in connection with the deposited item.

We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

We need not give you any prior notification of our actions with respect to the claim. You agree to immediately repay any overdrafts. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.

Electronic Conversion of Records

You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, including but not limited to checks and membership applications, and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.

Return Check Deposits

We act only as a collecting agent for any items deposited to your account, and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.

Deposit Errors

If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the *Fee Schedule.* Your withdrawal of erroneously deposited funds may result in an overdraft of your account.

Examination of Statements

We will mail, send electronically, or otherwise make available to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the owner as reflected in our records for your account. If there is more than one owner on your account, we may send account-related information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the savings account in the combined statement.

Mailed account-related information will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.

You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction (excluding electronic fund transfers as defined in federal Regulation E, because the notification and liability provisions for such electronic fund transfers are discussed in Part IV; Electronic Services Agreement and Disclosure). For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment for non-electronic fund transfers against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

If you have failed to examine your statement and report any unauthorized transaction within one (1) year after your statement or the item(s) has/have been made available to you, you cannot recover from us, even if we failed to exercise ordinary care in paying the item(s).

Returned Statements or Other Account-Related Information

Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as “inactive.” This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

Notices and Other Mail

Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in electronic format. Notice to any one account owner is considered notice to all owners of the account.

Unauthorized Transactions

We agree to investigate any transaction you have reported to us as unauthorized (a “claim of unauthorized transaction”). For non-electronic fund transfers you agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.

Closure of Account or Removal of Signer

We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you may call us, visit one of our financial centers to close the account in person or send a written, signed request to: Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, Attn: Payment Processing Center. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn, or your account is subject to legal process (such as garnishment, attachment, levy, or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and/or any legal restriction has been released. After we restrict your account in preparation for closing it, we may not pay any additional dividends on the account.

If an account is closed, we may send the collected balance on deposit in your account, less any fees, claims, offsets, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored; however, in certain instances involving our reasonable suspicions as to fraud, we reserve the right, but not the obligation, to maintain all or a portion of the funds on deposit. We may close your account(s) or remove a joint owner or authorized signer from an account if:

(1) there is a change in owners or authorized signers;

(2) there has been a forgery or fraud reported or committed involving your account;

(3) there is a dispute as to the ownership of the funds in your account;

(4) any checks are lost or stolen; or

(5) we deem it necessary in order to prevent a loss to us.

(6 there is a failure to provide any identification information or documentation or needed to maintain your account(s).

Disputes or Adverse Claims

If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between joint owners, a payee, a beneficiary of a trust account or a payable on death account, or any other person claiming an interest to funds in your account, you agree that we may, without liability to you and in our sole and absolute discretion, take one or more of the following actions:

(1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction;

(2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address;

(3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or

(4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds.

We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

Termination of Account or Products

We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account. You understand and agree that we may terminate account products at our option, at any time, without written notice to you. We may also suspend offering products from time to time at our discretion without notice to you.

We or you may terminate any of your Accounts at any time. You understand, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. In addition, our termination or suspension of an account will not affect your obligation to pay any outstanding balances or charges owed.

Termination of Account for Manipulation

We reserve the right to close any account(s) and terminate your membership should we discover that any of your accounts with us have been deliberately manipulated by you to our detriment, or to the detriment of any other accountholder. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or "interest float" to our detriment.

Contacting You Regarding Servicing and/or Collections

In order for us to service your account or to collect any amounts you owe or for other non-marketing purposes, you agree that we or our third party service providers may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send emails to you at any email address you provide to us. You may revoke this consent at any time by notifying us in writing at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, Attn: Payment Processing Center.

Financial Abuse Reporting

You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults, and/or activity including, but not limited to, the following:

- Misuse or abuse of account services,
- Where the ownership or collectability of funds are subject to dispute.

If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees), arising out of or related to any action or inaction related to the matters described in this paragraph.

Signer(s) Authorized to Transact on Account

We may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and/or the Account Signature Card will be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

Withdrawals, Prior Notice Requirement

We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.

Ownership of Account

We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Account Signature Card and a new account number will be assigned.

Address Changes for Your Account Statements and Other Account-Related Information

You are required to keep us informed of your current address and email address. You agree to notify us promptly of any change of address, email address and/or a legal name change. You may notify us in person at our office or by sending a written and signed notice to Meriwest Credit Union, San Jose, CA 95123, Attn: Payment Processing Center. In the event that you fail to do this, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This charge will be set forth in the *Fee Schedule*.

Notification of Death of Account Owner(s)

You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.

Non-Cash Payments

All non-cash deposits will be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks or other items you deposit may be delayed for several days. You will be notified if your right to withdraw funds will be delayed. Please refer to the Funds Availability Policy in this Agreement for further details.

Liability of Credit Union

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

Post-Dated and Stale-Dated Share Drafts and Checks

You authorize us to accept and pay any check without regard to the date of the check. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. You agree that we are not required to identify stale dated checks or seek your permission to pay them. We may assess a special handling charge upon receipt of any such item in accordance with our *Fee Schedule*.

Fees and Charges

All accounts are subject to our *Fee Schedule*, which accompanies this Agreement and is incorporated by this reference. We will debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

Inactive Member Status

If you do not have any shares or conduct a transaction on your account (i.e., a withdrawal, deposit, or transfer to or from your account, other than an automated transaction) for a period of 12 consecutive months, we may classify and transfer it as an "inactive" account. We will notify you in writing at your last known address if your account is classified as "inactive." We may charge a monthly Inactive Account Fee as set forth in the *Fee Schedule* until you initiate a transaction. Once you initiate a transaction, either in person or in writing, we will reactivate your account. We reserve the right to close accounts and expel inactive members in accordance with the requirements of our bylaws.

Safe Deposit Boxes

Selected Credit Union offices have safe deposit boxes for lease. Your annual lease fee is nonrefundable and payable in advance for the lease period. The initial payment for one year will be payable at the time of leasing. Subsequent lease payments will automatically be deducted yearly from your designated account. The annual lease fee and other charges are disclosed in the *Fee Schedule*. Safe deposit boxes are subject to State Escheat Laws. At the time you request to lease a safe deposit box, you will be given a disclosure of the terms and conditions applicable to the lease.

Relationship

The Credit Union's relationship with you concerning your Account(s) is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and the Credit Union.

Large Cash Withdrawals

For the safety of both staff and members, the Credit Union does not keep large amounts of cash at financial center locations. Arrangements for large cash withdrawals may be made with the Financial Center Manager at the financial center location of our choice. Large cash withdrawal requests may require up to seven (7) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.

Retention of Certain Records Pertaining to Your Account

We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our *Fee Schedule*.

Enforcement of Legal Process

You understand and agree that we must comply if we are served with any facially valid notice of garnishment or of attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You authorize us not to contest any such facially valid notice of legal process and understand that we are under no obligation to notify you of the legal process unless required by applicable law and will not notify you if prohibited by law. We may charge a Legal Process fee, as set forth in our Fee Schedule, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a facially valid subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process.

Stop Payments on Cashier's Checks

You understand and agree that you are not permitted to place a stop payment on a cashier's and/or a Credit Union official check unless the cashier's check or Credit Union official check is lost, stolen or destroyed. In the event that a cashier's check or Credit Union official check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement Cashier's Check ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act on it. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that, pursuant to the California Uniform Commercial Code, we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) the 90th day following the date of the cashier's check or official check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's check or official check.

Authorization to Obtain Credit Report

You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.

Safeguarding Your Account

It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to discuss, compare or share information about your account number(s) with anyone unless you are willing to give them full use of your money. If you provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen.

For non-electronic fund transfers, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you decline those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered.

Decline or Prevent Transactions to or from Account

There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account if: (1) involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

Account Owner Identification

To join our Credit Union, in addition to providing us with your name, residential address, phone number and date of birth, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). We will further require you to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS.

Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay interest earned on the account since the date of the death or withhold a portion of the interest that has been earned on the account since the date of the death.

Right of Setoff

We may, without prior notice and when permitted by law, exercise our right of setoff against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal.

This right of setoff does not apply if prohibited by law. For example, we will not exercise our right of setoff:

(1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or

(2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest).

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of setoff.

We will also have the right to place an administrative hold on such funds pending setoff. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, setoff against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death.

Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.

CO-OP Shared Branching

You may conduct transactions on your Credit Union account(s) at CO-OP Shared Branching locations. All transactions conducted at a CO-OP Shared Branching location are subject to COOP's operating procedures, policies, and fees. Funds deposited at CO-OP Shared Branching locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union proprietary branch; please refer to our Funds Availability Policy. Check holds cannot be removed by CO-OP Shared Branching personnel. Transactions at CO-OP Shared Branching locations are subject to this Agreement and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching locations may be subject to our fee(s) as stated on the current *Fee Schedule*.

Insured Funds

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund ("NCUSIF").

Enforcement of Obligation or Duty

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action accrues.

Your Duty to Indemnify

You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.

Governing Law

Except for the provisions regarding binding arbitration under Part I of this Agreement, your account will be governed by California law to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules will not be applied if that would result in the application of non-California law.

Appointing an Agent Pursuant to Power of Attorney

If you choose to appoint an agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under California law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We are not liable for any transactions by an agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

Collection Costs

You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.

Monitoring and Recording of Telephone Communications

You agree that your telephone communications with us may be monitored and recorded to improve member service and security.

Use of Social Media

You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.

Account Products

Meriwest Credit Union offers both consumer and business accounts products. Our consumer account products are listed in this Account Agreement. Our business account products are described in the *Business Account Disclosure and Deposit Agreement*. Please consult a Financial Services Representative for more information about our business services.

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 or share/draft 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) 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. If you believe the Credit Union has reported inaccurate information to a credit reporting agency, please contact us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, so we can investigate.

Attorney's Fees

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

➡ *Inactive Accounts or Safe Deposit Box for 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, share draft, 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.

State law establishes procedures under which unclaimed property must be surrendered to the state. In the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:

a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
b. Corresponded in writing or electronically with us concerning the funds on deposit; or
c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

The funds in your deposit account will not be surrendered to the state, however, if, during the previous three (3) years, you have owned another deposit account (or individual retirement or similar account) with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the funds in the deposit account that would otherwise be surrendered to the state, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are regularly sent.

In addition, any property held in a Credit Union safe deposit box may be transferred to the state upon the expiration of the three (3) year time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates.

We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our *Fee Schedule*. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

➡ *Account Ownership and Beneficiary Designation*

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We may also refuse to open an account for any reason.We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, referred to as an "individual account," or with another person or persons, referred to as a "multiple-party account" or a "joint account." For purposes of this Agreement, we will use the term "joint account."

Individual Account

An individual account is an account owned by you alone, which you as the account owner use during your lifetime.

Joint Account

A joint account is an account owned by two or more persons. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs an Account Signature Card, agrees to the terms, responsibilities and accompanying liabilities of this Agreement. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; (5) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Courtesy Pay Overdraft Privilege for checking accounts that were opened prior to January 15, 2025; and (6) to close the account, with the disbursement of account proceeds as instructed by the joint owner. While any owner may initiate, change, add or close a joint account and/or a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, initiation, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, initiations, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, initiation, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, initiation, change, addition or closure. If any owner owes us money for any reason, we may enforce our rights against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

Payable-on-Death Designation

A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to one or more POD payees then surviving in equal and undivided shares. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

Rights at Death

Individual Account Without Payable-on-Death Designation. Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

Individual Account With Payable-on-Death Designation. Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

Joint Account Without Payable-on-Death Designation. When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Meriwest allows one membership per individual; therefore joint-owners are not eligible to maintain the existing membership in their own name. The membership of Decedent and the associated account(s) with <u>the membership will need to be resolved within 30-days of notification of death with proper documentation and/or supporting evidence of death</u>.

<u>Deposit Accounts</u>: When a member dies we will not convert accounts to a surviving joint-owner. The decedent's membership will be closed and funds disbursed in one of the following ways:

(1) Transfer deposit account(s) to surviving joint-owner's existing membership. This would include the transfer of MICR number.
(2) Establish a separate membership for the surviving joint-owner.
(3) Issue a Cashier's Check for the funds to the surviving joint-owner.

<u>IRA Accounts</u>: When a member dies with IRA account(s), the IRA team will assist in reviewing and handling the IRA accounts and their ultimate resolution with the designated beneficiaries, if any. Deposit account(s) will be transferred or closed in accordance with our Business Rules. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

Joint Account With Payable-on-Death Designation. Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Upon notification of death of a member, joint-owner, or borrower, the account(s) of the decedent should be reviewed as certain ACH deposits are potentially subject to Reclamation by the government entity initiating such deposit. For all membership types, if a government ACH deposit is made after the date the deceased owner passed and the deposit is eligible for reclamation by the government entity, it must be returned to the sending government entity, regardless of ownership status. Therefore, these funds are protected and not eligible for payout to PODs, beneficiaries, joint owners, etc. Interested parties may contact the government agency from where the funds originated to submit a claim.

➡ *Terms and Conditions Applicable to All Totten Trust Accounts*

You may open this account individually or with a joint owner(s) acting as Trustee(s) who name another as beneficiary(ies) on the Totten Account Signature Card. If there is more than one owner, you all agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge us from any liability.

The owner(s) named on the Totten Account Signature Card reserve the right to revoke such trust in whole or in part, at any time by executing and delivering to us a request for withdrawal or pledge of funds of the whole or a part of the account, and such trust shall be revoked as to the whole or part to which such request relates.

In the event of your death or, if the account is held by more than one person, upon the death of your survivor owner(s), then and only then, we shall pay such account funds to the Beneficiary if then living (if more than one Beneficiary is designated then equally to those Beneficiaries living at the later of the date of your death or the death of your survivor owner(s)).

You may not pledge any or all of the funds on deposit in the account as security for any loan(s).

A right of survivorship or a Beneficiary designation for Totten trust accounts cannot be changed by a will.

➡ *Terms and Conditions Applicable to Trust Accounts*

You may open an account to hold the funds of your trust and be named as trustee on our Trustee's Account Agreement and Certification of Trust. A person named as a trustee on the Trustee's Account Agreement and Certification of Trust has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, initiate, change, add or close an account or service. Each trustee understands that any trustee acting alone may initiate, change, add or close the account and/or a service, and that his or her signature on the Trustee's Account Agreement and Certification of Trust or continued use of an account or service confirms his or her agreement to any later initiation, change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may initiate, change, add or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, initiation, change, addition or closure of an account or service by any trustee acting alone.

We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.

We are not required to know, understand, interpret, or enforce the terms of your written trust instrument.

You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the Trustee's Account Agreement and Certification of Trust that you will be asked to sign when the account is opened. Trust accounts are not subject to the Multiple Party Accounts law.

➡ *Terms and Conditions Applicable to Fiduciary Accounts*

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as executors, administrators, conservators, or guardians under court orders. By the authority vested in you as a fiduciary, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority will continue in force until written notice to the contrary is received by us.

If the account is opened as a court-ordered blocked account, you understand and agree that you will file with the court a written receipt including an agreement with us that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.

Funds in a fiduciary account may not be pledged as security for any loan(s).

Fiduciary accounts are not subject to the Multiple Party Accounts law.

You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the Fiduciary Account Signature Card that you will be asked to sign when the account is opened.

➥ *Terms and Conditions Applicable to Custodial (California Uniform Transfers to Minors' Act) Accounts*

Accounts may be opened by a person acting as a custodian for a minor. The transferor/custodian is opening an account as custodian for the minor named on the Transfers to Minors signature card ("UTMA Account Agreement") under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the UTMA Account Agreement, which transfer will be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the California Uniform Transfers to Minors Act now in effect or hereinafter amended.

You acknowledge that by signing the UTMA Account Agreement, you have received the funds deposited to the account as custodian for the minor named therein under the California Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions of the UTMA Account Agreement. You acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the California Uniform Transfers to Minors Act. You also acknowledge and agree that we have no duty whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit.

For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.

Funds in an UTMA may not be pledged as security for any loan(s) or used as overdraft protection for your checking account.

The successor custodian named on the UTMA Account Agreement will serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.

Custodial accounts are not subject to the Multiple Party Accounts law.

You, as custodian, agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by you in handling or dealing with the account.

You, as custodian, will specify the age of delivery on the UTMA Account Signature. The age of delivery is the age the minor will receive the funds. You, as custodian, may choose any age from 18 to 21 as the age of delivery. You acknowledge and agree that upon the minor reaching the age of delivery, as specified by the custodian, unless stipulated in any applicable court order, that the credit union will automatically transfer the products under the UTMA account to the minor's youth membership, that was established at the time the UTMA Account was opened.

Terms and Conditions Applicable to Our Savings (Share) Accounts

Meriwest Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of Individual Retirement Accounts and Term Share Certificate Accounts). Our share accounts include our: Regular Savings, You Name It Savings, Youth Savings, Money Market Account, Premier Savings, and Accumulative IRA Accounts.

Rate Information

Dividends rates and annual percentage yields may change monthly as determined by the Credit Union Board of Directors.

➥ *Terms and Conditions Applicable to Regular Savings Accounts*

Minimum Balance and Deposit Requirements

The minimum deposit required to open a Regular Savings Account is $20. You must maintain a minimum average daily balance of $100 in the account to obtain the Annual Percentage Yield (APY) set forth on the *Rate Schedule*. Service fees associated with this account, and how to avoid them, are set forth on the *Fee Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable dividend rate, APY, tiers, and fees.

➡ *Terms and Conditions Applicable to You Name It Savings Accounts*

Minimum Balance and Deposit Requirements

The minimum deposit required to open a You Name It Savings Account is $20. You must maintain a minimum average daily balance of $100 in the account to obtain the Annual Percentage Yield (APY) set forth on the *Rate Schedule*. Service fees associated with this account, and how to avoid them, are set forth on the *Fee Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable dividend rate, APY, tiers, and fees.

➡ *Terms and Conditions Applicable to Youth Savings Accounts*

Youth Savings Accounts are available to individuals 20 years of age and younger. Upon reaching 21 years of age, the Youth Savings Account will automatically be converted to a You Name It Savings Account. Accountholders under the age of 18 must have a parent, guardian, or individual over the age of 18 as a joint owner on the account.

Minimum Balance and Deposit Requirements

The minimum deposit required to open a Youth Savings Account is $5. You must maintain a minimum average daily balance of $5 in the account to obtain the Annual Percentage Yield (APY) set forth on the *Rate Schedule*. Service fees associated with this account, and how to avoid them, are set forth on the *Fee Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable dividend rate, APY, tiers, and fees.

➡ *Terms and Conditions Applicable to Money Market Max Accounts*

Minimum Balance and Deposit Requirements

The minimum deposit required to open a Money Market Max account is $10,000. You must maintain a minimum average daily balance of $10,000 in the account to earn dividends and obtain the applicable Annual Percentage Yield (APY) stated in the Rate Schedule. Service fees associated with this account, and how to avoid them, are set forth on the Fee Schedule. Please refer to the Rate Schedule and Fee Schedule for applicable dividend rate, APYs, tiers and fees. Account will close if balance is zero at month end.

Account Limitations

Funds in a Money Market Max Account may not be pledged as security for any loan(s).

➡ *Terms and Conditions Applicable to Premier Savings Accounts*

Minimum Balance and Deposit Requirements

The Premier Savings Account is offered only to new members during the first thirty (30) days from the date of opening a membership account. The minimum deposit required to open a Premier Savings Account is $20. You must maintain a minimum average daily balance of $100 in the account to obtain the Annual Percentage Yield (APY) set forth on the *Rate Schedule*. Service fees associated with this account, and how to avoid them, are set forth on the *Fee Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable dividend rate, APY, tiers, and fees.

➡ *Terms and Conditions Applicable to Accumulative Individual Retirement (IRA) Accounts*

We offer Accumulative IRA Accounts to encourage our members to save for their retirement years. An Accumulative IRA Account is subject to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions set forth in the Individual Retirement Account agreement and disclosure statement which by this reference is incorporated into this Agreement in its entirety. When you open your Accumulative IRA Account, the Individual Retirement Account agreement and disclosure will be provided to you in accordance with applicable law.

Minimum Balance and Deposit Requirements

The minimum deposit required to open and maintain an Accumulative IRA Account is $5. You must maintain a minimum average daily balance of $5 in the account to obtain the APY stated in the *Rate Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable dividend rate, APY, tiers, and fees.

Account Limitations

You may not pledge any of the funds on deposit in the account as security for any loan(s) or use them as overdraft protection for your checking account. Certain federal and state penalties may apply to amounts withdrawn from IRAs. These are set forth in applicable federal and state laws and regulations, which are incorporated herein by this reference.

Funds in an IRA will be considered abandoned and will be turned over to the state if you have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:

a. Increased or decreased principal;

b. Accepted payment of principal or income (dividends);

c. Communicated with us concerning the funds or otherwise indicated an interest therein.

Terms and Conditions Applicable to Our Share Certificate Accounts

Meriwest Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are Share Certificates, IRA Share Certificates, and 8-Month Liquid Certificates.

Minimum Balance and Deposit Requirements

The minimum deposit required to open a share certificate account is set forth in the *Rate Schedul*e. You must maintain a minimum daily balance as set forth in the *Rate Schedule* in your account to obtain the disclosed APY. You must maintain a minimum daily balance as set forth in the *Rate Schedule* in your account to avoid closure.

Annual Percentage Yield

Our Term Share Certificate Accounts are fixed-rate accounts and are non-negotiable and nontransferable. You will be paid the certificate dividend rate and APY set forth in the *Rate Schedule* until maturity.

The APY 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. You have the option of having your dividends credited to your certificate, savings, or checking account.

Maturity

You have the option of choosing the maturity of your certificate. Please refer to the *Rate Schedule* for the variety of terms offered. The maturity date will be stated on the certificate provided to you at the time of opening your account.

Renewal or Account/Grace Period

You will be notified at least ten (10) days prior to the maturity date. Your certificate will automatically be renewed at maturity for the same time period as the original term at the prevailing rate under the then-current terms if you are continuing the program and you have not notified the Credit Union of your intention to withdraw the balance.

You have a grace period of ten (10) days after maturity to withdraw funds without being charged a penalty.

Early Withdrawal Penalty

An early withdrawal penalty may be imposed if you withdraw principal from your account before the maturity date and applicable grace period.

The penalty imposed shall be equal to a percentage of the amount of principal withdrawn. The applicable percentage is calculated by dividing the number of days remaining in the then current term at the time of withdrawal by 365. For example: a share certificate with a principal balance of $10,000 and 500 days remaining in the current term shall be subject to an early withdrawal penalty of 1.3699% of the amount of principal withdrawn or $136.99.

Early withdrawal penalties may exceed the amount of dividends earned and further reduce the principal balance. Early withdrawal penalties may be deducted from either the amount withdrawn or from the remaining principal balance, if any. If any withdrawal or applicable early withdrawal penalty reduces the balance below the required minimum, the account will be closed and the early withdrawal penalty will be assessed on the full principal amount in the account. See "Minimum Balance and Deposit Requirements" in the Terms and Conditions Applicable to Our Share Certificate Accounts section of the Account Disclosure and Deposit Agreement.

Exceptions to Penalties

We may assess an early withdrawal penalty if you withdraw any of the principal in the account before the maturity date. The amount of the penalty is set forth above. The penalties stated above will **not** apply if:

a. The withdrawal is made subsequent to the death or total disability of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws.

b. 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 the age for required minimum distributions.

c. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

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. Shares invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. 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 may be subject to the early withdrawal penalty.

➡ *Terms and Conditions Applicable to Share Certificate and IRA Share Certificate Accounts*

Minimum Balance and Deposit Requirements
The minimum deposit required to open a Share Certificate or IRA Share Certificate is $1,000.

Account Limitations
You may not make deposits into this account after opening. You may make withdrawals of dividends from your account at any time without Credit Union penalty. Funds in accounts may not be used as overdraft protection for your checking account. Funds in an IRA Account may not be pledged as collateral for a loan.

➡ *Terms and Conditions Applicable to 8-Month Liquid Certificate Accounts*

Minimum Balance and Deposit Requirements
The minimum deposit required to open the 8-Month Liquid Certificate Account is $10,000.

Account Limitations
You may make minimum deposits of $500 into this account at any time during the term of the certificate. You may make minimum withdrawals of principal of $500 or more from your account at any time as long as the balance does not fall below the minimum balance requirement set forth in the *Rate Schedule*. If the balance falls below the minimum requirement, the account will be closed. Funds in accounts may not be used as overdraft protection for your checking account.

Terms and Conditions Applicable to Our Checking (Share Draft) Accounts

A Meriwest Credit Union checking account lets you withdraw your money, use a debit card and/or write checks against your account at any time. Our checking accounts are M-Account, Smart Rewards, Easy Checking, and FLOW Accounts.

Refusal to Pay Funds from Account
We may, at our discretion, but are not obligated to, nor will we be liable for, refusal to pay funds from this account:

a. When such payment would draw the account below the minimum balance for the account as established from time to time by us.
b. If drawn by means not authorized in advance by us.
c. Against checks presented over six (6) months past their issue dates.
d. Against uncollected non-cash items.

Order of Posting
Transactions may not be processed in the order in which they occurred; therefore, the order in which transactions are received and processed may impact the total amount of fees incurred.

Meriwest Credit Union generally clears items in this order:

- Automated Clearing House ("ACH") transactions first, then
- Debit Card transactions, and then
- Checks are paid in sequential order by check number from lowest to highest.

The order of item payment may create multiple overdrafts during a single banking day if there are not enough funds available in your account to pay all items that are presented. Meriwest reserves the right to change the order of payment without notice to you.

Overdraft Policy Important Information

We do not encourage overdrawing your checking account. We recommend responsible checking account management and you are responsible for any overdrawn balances.

How Transactions Are Posted To Your Account

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.

We may pay or authorize some transactions, and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more returned item fees than other posting orders.

Some items are received by us individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, "on-us" checks, ACH and debit card transactions. If multiple checks are presented on any given day, they are cleared by check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). For non-check batched transactions we receive at the same time on a particular business day, we will generally post those non-check batched transactions in the order they are presented to us in the batch.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to: (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.

Transactions may not be processed in the order in which they occurred; therefore, the order in which transactions are received and processed may impact the total amount of fees incurred. The order of item payment may result in multiple returned payments during a single banking day for which you will be charged a Return NSF Fee for each overdraft item paid, up to a maximum limit of three (3) Returned NSF Fees per day, per account.

Disclaimer, Liability for Overdrafts, and Limitations

We do not have an obligation to pay any item presented for payment if there are insufficient available funds in your checking account. The amount of any overdraft plus our Returned NSF Fee per item as applicable will be deducted from your account, up to a maximum limit of three (3) Returned NSF Fees per day, per account.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you and you may be charged our Returned NSF Fee for each ACH item returned, when your account lacks sufficient available funds to pay it and we decline it. You will receive notice of any NSF items paid and/or returned that you may have and an overdraft or nonsufficient funds fee is assessed; however, we have no obligation to notify you **before** we pay or return any item. There is a maximum limit of three (3) overdraft fees (Paid NSF and/or Returned NSF Fees that may be assessed per day, per account. The amount of any overdraft, including any fees that you owe, shall be due and payable upon demand, but if no demand is made, no later than thirty (30) calendar days after the creation of the overdraft. If there is an overdraft on a checking account with more than one owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees, and any collection costs, attorneys' fees, and court costs we may incur in collecting overdraft amounts and fees. We may close, without notice, any account with excessive overdrafts or insufficient funds activity, and report the account to a consumer reporting agency.

You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

In addition to any other rights that we may have, you agree that any deposits or future deposits in, or other credits to, any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law.

Understanding Your Account's Available and Actual Balance

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. "Overdrawing" your checking account means that the account's available balance is not sufficient to pay an item. Your account can be overdrawn even when the actual balance is sufficient to pay an item on the account, if the available balance is insufficient to pay that item.

Your **actual** balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as: (a) your "current balance" on Credit Union ATM screens; (b) your "total balance" on ATM receipts you print at Credit Union ATMs; and (c) your "balance" in Mobile-Meriwest or Meriwest Online. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account to spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a $50 actual balance, but you just wrote a check for $40, then your actual balance is $50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of $50, but you have already spent $40.

Your **available** balance is the amount of money in your account that is available to you to use. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized, but have not yet posted to your account. It is important to note that a point-of-sale transaction may show on your account as "pending." This means that the merchant has yet to submit the transaction to us. The amount of a pending transaction should be taken into account when viewing your available balance. For example, assume you have an actual balance of $50 and an available balance of $50. If you were to use your debit card at a restaurant to buy lunch for $20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of $20, we will place a "hold" on your account for $20 (referred to as an "authorization hold"). Your actual balance would still be $50 because this transaction has not yet posted, but your available balance would be $30 because of the restaurant's preauthorization request that resulted in an authorization hold on $20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will post the transaction to your account, and reduce your actual and available balance by the amount of the posted transaction.

We use your **available** balance to determine when your account is overdrawn and subject to a potential fee. In making this determination for debit card signature transactions, we check your available balance at the time a merchant authorization request is received. If your available balance is insufficient to pay the transaction amount requested by a merchant, we will decline the authorization request. If an authorization request was approved, but later "settles" and posts to your account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative balance (less than $0), we will not charge a Paid NSF Fee on that transaction because the available balance was sufficient to cover it at the time the transaction was authorized.

The following example illustrates how this works:
Assume your actual and available balance are both $50, and you use your debit card at a restaurant for $30. If the restaurant requests preauthorization in the amount of $30, an authorization hold is placed on $30 in your account, so your available balance is only $20. Your actual balance would remain $50. Before the restaurant charge is sent to us for payment, a check that you wrote for $40 posts. Because your available balance is only $20 (due to the authorization hold of $30), the $40 check would result in your account being overdrawn by $20, even though your actual balance is $50. In this case, we will return the $40 check unpaid and may also charge you a Returned NSF Fee as disclosed in our Fee Schedule, which will be deducted from your account, further decreasing your account balance. Later, when the restaurant charge is finally submitted to us for payment, we will pay the transaction amount (which may be $30 or even a different amount, for example, if you added a tip) to the restaurant.

If you have opted-in to Courtesy Pay for ATM and everyday debit card transactions prior to January 15, 2025, we will use your available balance at the time your debit card transaction is authorized and at the time your transaction "settles" and posts to your account to determine if you will be assessed a Paid NSF Fee as disclosed in our *Fee Schedule*. For those checking accounts opened on or after January 15, 2025, your debit card transaction will not be authorized, and you will be assessed a Returned NSF Fee as disclosed in our *Fee Schedule*.

YOU ACKNOWLEDGE 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 WANT TO MAKE. This is because your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our 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, including but not limited to car rental transactions, cash transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account.

Finally, your available balance may not reflect recent deposits to your account. A transaction can still result in a Returned NSF Fee even if it is presented for payment from your account on the same day as a deposit to your account that is sufficient in amount to cover the transaction, if the deposit posts after the transaction has already been presented and resulted in a Returned NSF Fee or if the deposited funds are subject to a hold. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

You must keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. Please keep in mind that transactions may not post to your account in the order you initiated them.

Merchant Designation of One-Time Debit Card Transactions

Check, ACH, and recurring debit card transactions do not require an opt-in, although we reserve the right to not pay any overdraft transaction at our sole discretion. Sometimes merchants that you transact with may designate a one-time debit card transaction as a "recurring" debit card transaction and such transaction may result in an overdraft and related overdraft fee even if you have not opted in to payment of one-time debit card transactions; for example, a rideshare service may designate all transactions through your use of that service as "recurring" even though each individual ride you paid for is an individual one-time transaction, which is likely in differing amounts from other transactions through the rideshare service. You acknowledge and agree that we are entitled to rely on a merchant designating a transaction as "recurring" even if each individual transaction is considered a one-time debit card transaction, as our system will rely on the merchant designation in such instances, and that we have no liability for the merchant incorrectly coding the transaction as a recurring debit card transaction.

Decoupled Debit Card Transactions

You understand and agree that debit cards issued by a third party such as a retailer, which we refer to as "decoupled debit cards", are not subject to the opt-in requirement that applies for everyday debit card transactions on debit cards we issue. Since decoupled debit cards are not issued by the Credit Union, we receive and process such decoupled debit card transactions as ACH transactions, even though they may seem like debit card transactions to you and you may think they will be reflected in your available balance in real-time or soon after you initiate the transaction. If your account's available balance is insufficient to pay a decoupled debit card transaction at the time we process it, we may return it unpaid and charge a Returned NSF Fee or we may pay it under the Courtesy Pay service and charge a Paid NSF Fee, even if the available balance was sufficient at the time you initiated a transaction using the decoupled debit card; in addition, the retailer may also charge you a returned transaction fee. However, if your account was opened on or after January 15, 2025, the decoupled debit card transaction will be returned unpaid and you will be assessed a Returned NSF Fee as disclosed in our *Fee Schedule*.

Return of Items Unpaid

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we will decline or return the transaction or item unpaid and may charge a related Returned NSF Fee as stated in our Fee Schedule. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times; this may also occur when you initiate transfers and payments through your Credit Union Online Banking or Bill Payer services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, charge a Returned NSF Fee, and then resubmit the same transaction at a later time in an attempt to process your requested transaction.

Demand Draft

We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.

Stop Payments

You, or any other person authorized to draw on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment by telephone, mail or in person. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee may be assessed for each stop payment as set forth in our *Fee Schedule*. If you make a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. To avoid any issues of conflict, only the person who requested the stop payment of a check may revoke the stop payment order. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You may not stop payment on completed electronic point-of-sale transactions, and, except under certain limited circumstances, cashier's checks, certified checks, or checks issued or guaranteed by us. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.

Death or Incompetence

Your death or incompetence will not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if any of you die or become incapacitated.

Subrogation of Rights

If we have paid a check under circumstances giving a basis for objection by you, we will be subrogated to the rights of:

a. Any holder in due course on the check against the drawer or maker;
b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

Wrongful Dishonor

In the event of wrongful dishonor which occurs by mistake, our liability will be limited to actual damages you prove.

Restrictive Endorsement

We are neither given notice, nor otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.

Your Duty to Indemnify

You agree that in the event you draw a check on your account with us, that you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.

Authorized Signers

We may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any owner of this account.

Ability to Pledge Funds

You may not pledge any or all of the funds on deposit in your checking accounts as security for any loan(s).

Notification of Lost/Stolen Checks

You will notify us immediately at (877) MERIWEST (877) 637-4937 if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

Check Orders

You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to the printer named on the face of the order. If the printer accepts the initial order and any re-orders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Fee Schedule*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.

You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the *Fee Schedule*.

Truncation of Checks
The Account Holder(s) acknowledges that Share Draft (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).

Paid checks remain the property of the Credit Union upon payment and are not returned to you with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. Imaged checks are also available on the online banking system. If you have not ordered your Meriwest Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. If at any time you should use checks printed by a check vendor that was not approved by us, we reserve the right to reject any check of poor quality.

Substitute Check(s)
For the purposes of this Agreement, a "substitute check" means a paper reproduction of an original check that contains an image of the front and back of the original check, is suitable for automated processing in the same manner as the original check, and meets the other technical requirements of Regulation CC. We reserve the right to accept or reject any item for deposit into any of your Accounts. If we accept a substitute check for deposit that you have created, you represent and warrant to us that: (1) the substitute check contains an accurate image of the front and back of the original check and a legend stating that it is the legal equivalent of the original check; (2) no depositary bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid; (3) you are entitled to enforce the substitute check; (4) all signatures on the original check are authentic and authorized; (5) the original check has not been altered; (6) you have no knowledge of any insolvency proceeding commenced with respect to the maker of the original check; and (7) all aspects of the original check are genuine. If we accept a substitute check for deposit that you have created, you further agree to indemnify and hold us harmless from and against any and all losses that any recipient of a substitute check suffers due to the receipt of a substitute check instead of an original check.

Post-Dated Share Drafts and Checks
When you write a check, you agree that we may pay the check regardless of the date or language restricting payment to certain periods of time. However, you agree that we are under no obligation to pay a check presented for payment before its date (a post-dated check) or more than six (6) months after its date. We may refuse to accept post-dated checks or we may treat post-dated checks as though the checks were written on the date presented. In the event that we accept a post-dated check, we may charge against your account a post-dated check even though payment is made before the date of the check. If we accept a post-dated check and you notify us within a reasonable time to permit us to act and identify the check with reasonable certainty, we cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice will be valid for fourteen (14) days. If written, the notice will be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service as set forth in our *Fee Schedule.*

Checks Drawn in U.S. Dollars
All checks written on your account must be drawn in U.S. dollars.

Remotely-Created Check
If a transaction involves a remotely-created check, we reserve the right to accept or reject the item for deposit into any of your accounts. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. If you deposit a remotely-created check into any of your accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn, in the amount stated on the check, and to the payee stated on the check. If a remotely-created check which you have deposited into your account is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand.

Failure to Exercise Ordinary Care
Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

Optional Overdraft Protection Transfer Plans
We offer optional Overdraft Protection Transfer plans that you may apply for, where funds from a linked checking and/or savings account or line of credit loan with the Credit Union are used for overdraft protection. An Overdraft Protection Transfer plan can help you avoid Paid NSF and Returned NSF Fees.

- **Overdraft Protection Transfer Service.** If you are eligible for this service and enroll, you authorize us to transfer available amounts from your eligible savings or checking accounts maintained with us or from your Meriwest line of credit loan's available credit, as applicable, to cover overdrafts in your checking account.
- **Limits on Overdraft Protection Transfers.** We will not transfer more than the available account balance or available credit, as applicable, in a linked account even if the amount of

the overdraft is more than the available amount. Overdraft Protection Transfers from the linked account or loan will be made in increments of $100. If the available balance in a linked checking or savings account, or the available credit on the line of credit loan, is not enough to pay the transactions you have initiated on any day, we will transfer the available amount to pay one or more transactions. Any transactions that are not paid by the Overdraft Protection Transfer may be paid or returned, and a Paid NSF or Returned NSF Fee may be charged as if you did not have overdraft protection.

- **Termination of Optional Overdraft Protection Transfer Plans.** We may terminate the Optional Overdraft Protection services at any time with or without notice to you. Any owner of the account or any owner of a linked account used for overdraft protection may cancel the Overdraft Protection Transfer service. Cancellation will be effective after we have received notice and have had a reasonable opportunity to act on it.

Terms and Conditions Applicable to Smart Rewards Checking Accounts

Minimum Balance and Deposit Requirements

The minimum deposit to open a Smart REWARDS Checking Account is $20. You must maintain a minimum average daily balance of $100 in the account to obtain the annual percentage yield (APY) stated in the *Rate Schedule*. There are no subsequent minimum deposit or minimum balance requirements to maintain a Smart Rewards Checking Account. Please refer to the *Rate* and *Fee Schedules* for applicable dividend rate, APY, tiers and fees.

Account Eligibility

In order to earn dividends and receive unlimited Network ATM transactions with up to $20.00 in ATM surcharge fee refunds in each current month, you must meet all of the following criteria in the immediate previous month:

- Must elect to receive statements and account notices electronically (e-statements/ e-notices);
- Must have at least ten (10) posted and cleared debit card and/or point-of sale (POS) transactions (with a minimum amount of $5.00/transaction) OR at least $500.00 in total posted and cleared debit card transactions during the monthly statement cycle; and
- Must have a minimum of one (1) monthly direct deposit via ACH into the account ($1,000 total minimum per month).

Account Limitations

If you do not meet the above monthly qualifications of the account, your account will not earn dividends, you will not receive unlimited Network ATM transactions, and ATM fees will not be refunded. If you meet the above monthly qualifications, you will earn the higher dividend rate on account balances up to $15,000, receive unlimited Network ATM transaction, and ATM surcharge fees will be refunded up to a limit of $20.00 per calendar month; however, balances above $15,000 will earn the lower dividend rate as stated on the *Rate Schedule.* Dividends will be credited at the end of the monthly statement cycle and ATM fee refunds will be credited at the end of the day, based on prior month end data.

Terms and Conditions Applicable to Easy Checking Accounts

Minimum Balance and Deposit Requirements

The minimum deposit required to open an Easy Checking Account is $20. This account does not earn dividends. There is no minimum balance or subsequent balance required to maintain an Easy Checking Account. Service fees associated with this account, and how to avoid them, are set forth in the *Fee Schedule*. Please refer to the *Rate Schedule* and *Fee Schedule* for applicable fees.

Terms and Conditions Applicable to Smart Start Accounts

The Smart Start Account is a debit card access account available to children and teens 9 to 17 years of age. Upon reaching 18 years of age, the Smart Start Account will automatically be converted to an Easy Checking Account. Parent, guardian, or individual over the age of 18 must be a joint owner on the account. By opening the account, adult joint owner consents to the collection and use of minor’s information to open and maintain the account and to support any account services.

Minimum Balance and Deposit Requirements

The minimum deposit required to open a Smart Start Account is $20. This account does not earn dividends. There is no minimum balance or subsequent deposit required to maintain a Smart Start Account.

Account Limitations

Checks are not available for this account. Access to the Smart Start Account is only available through the Meriwest Smart Start Debit Card for purchases.

➡ *Terms and Conditions Applicable to Flow Accounts*

The FLOW Account is a debit card access account available to teens and young adults 13 to 20 years of age. Upon reaching 18 years of age, the FLOW Account will automatically be converted to an Easy Checking Account. The FLOW Account has been discontinued and is no longer available for new account opening as of January 1, 2024.

Minimum Balance and Deposit Requirements

The minimum deposit required to open a FLOW Account is $20. This account does not earn dividends. There is no minimum balance or subsequent deposit required to maintain a FLOW Checking Account.

Account Limitations

Checks are not available for this account. Access to the FLOW Account is only available through the Meriwest FLOW Debit Card for purchases.

PART III: Funds Availability Policy

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. With respect to check deposits made through our Remote Deposit Capture service, such check deposits are considered deposits made directly to one of our employees under this policy when we notify you of receipt of the image by an email transmitted to the email address you have provided to us.

Determining the Availability of A Deposit

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 3:45 p.m. Pacific Time 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 3:45 p.m. Pacific Time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Electronic direct deposits will be available on the day we receive credit for the deposit. Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- Cash
- U.S. Treasury checks that are payable to you
- Wire Transfers
- Checks drawn on Meriwest Credit Union

If your deposit is made directly to one of our employees, funds from the following deposits may also available on the first (1st) business day after the day of your deposit:

- State and Local Government checks that are payable to you.
- Cashier's, Certified, and Teller's checks that are payable to you.
- Federal Reserve financial institution checks, Federal Home Loan financial institution checks, and money orders, if these items are payable to you.

If your deposit is not made directly to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second (2nd) business day after the day of deposit.

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 (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5th) business day after the day of your deposit. <u>However, the first $275 of your deposits will be available on the first (1st) business day after the day of your deposit</u>.

If we are not going to make all of the funds from your deposit available on the first (1st) business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice or electronically deliver the notice, if you have agreed to receive notices from us in an electronic format, by the business day after we receive your deposit.

If you will need the funds from a deposit immediately, 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:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than $6,725 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. 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 thirty (30) days your account is open.

Funds from electronic direct deposits to your account will generally be available on the same business 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 generally be available on the first (1st) 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 (9th) 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 (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh (11th) 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 (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate (proprietary ATMs). All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at proprietary ATMs may not be available until the second (2nd) business day after the day of your deposit.

Special Notice Regarding Endorsement Standards

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

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

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

PART IV: Electronic Services Agreement and Disclosure

This Part IV of the Agreement sets forth the terms and conditions governing Electronic Fund Transfers. Electronic Fund Transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, Automated Teller Machines (ATMs) and Mastercard Debit Card. Your acceptance, retention, or use of an ATM Card, Mastercard Debit Card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between us and you as described below.

These disclosures are given by us in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693 et seq.) and Regulation E (12 CFR 1005 et seq.) to inform you of certain terms and conditions for use of the electronic services described in this Agreement.

At the present time, we offer the following electronic services:

- Preauthorized deposits of net paycheck;
- Payroll deductions;
- Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
- Preauthorized withdrawals for bill payments and other recurring payments;
- Automated Teller Machine (ATM) EFT services at Credit Union-owned (proprietary) ATMs and on Shared Network ATMs such as the CO-OP Network, Mastercard, STAR, and such other systems as may be added from time to time;
- Mastercard Credit Card cash advances at ATMs on the Mastercard network;
- Online Banking (Meriwest Online) and Mobile Banking (Mobile-Meriwest);
- Mastercard Debit Card (including PIN and signature based transactions);
- Automated Account Information Service ("AAIS") Audio Response Service, Electronic Telephone Banking;
- Electronic Check Transactions; and
- Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used.

General disclosures applicable to all electronic services offered by us are given below, with certain specific disclosure information for each service following in separate sections. Your use of the electronic services is subject to our approval.

Section 1. General Disclosures and Agreement Applicable to All Electronic Fund Transfer ("EFT") and Electronic Services

Business Day Disclosure

Our business days are Monday through Friday, except federal holidays. Branch hours and holiday schedules may be obtained through our website (www.meriwest.com) or by contacting us at (877) MERIWEST (877-637-4937). Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Meriwest Online, Mobile-Meriwest, and the Bill Payer Service (Bill Payer) are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in the following circumstances:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency, court order, or any legal process; or
4. If you give us permission in writing.

Right to Receive Documentation of Transactions

1. Terminal Transfers. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that a receipt need not be made available to you if the amount of the transfer initiated at an electronic terminal is $15 or less.

2. Periodic Statements. You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

3. Online Banking Transactions. You may print a record of any individual transaction conducted through Meriwest Online at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A fee may be charged for such a paper copy as set forth in the F*ee Schedule*.

Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting

You are responsible for all transfers you authorize using the electronic services described in this Agreement. If you permit other persons to use your Mastercard Debit Card, or PIN, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Mastercard Debit Card, or your Mastercard Debit Card PIN or Meriwest Online PIN (collectively "Card(s) and/or PIN(s)") have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). However, if you believe your Card(s) and/or PIN(s) have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Card(s) and/or PIN(s) to access your account without your permission.If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card(s) and/or PIN(s) and we can prove we could have stopped someone from using your Card(s) and/or PIN(s) without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

1. Special Notice to Mastercard Debit Card Cardholders. If you are using a Mastercard Debit Card for transactions that take place on the Mastercard network system, you understand that Mastercard Operating Regulations provide for $0 liability ("Zero Liability") for losses from unauthorized (fraudulent) activity, provided that: (1) you can demonstrate that you exercised reasonable care in safeguarding your card from the risk of loss or theft; and (2) upon becoming aware of a loss or threat, you promptly report the loss or theft to us. Zero Liability does NOT apply to Mastercard commercial cards. You must provide us with a written statement regarding any claim of unauthorized Mastercard Debit Card transactions. "Unauthorized" means the use of your Mastercard Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

2. How to Notify the Credit Union in the Event of an Unauthorized Transaction. If you believe your Card(s) and/or PIN(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us Toll Free at: (877) MERIWEST (877) 637-4937 or write us at: Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. Further, you understand and agree that you will be responsible for all transactions that you initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

3. In case of errors or questions about your electronic services transactions. In case of errors or questions about your electronic services transactions, telephone us Toll Free at: (877) MERIWEST (877) 637-4937, or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123 as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

a. Tell us your name and account number;

b. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and

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

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (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. Your account is considered a "new account" for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

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. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Please refer to the "Additional Disclosures Applicable to PIN-Less MasterCard Debit Card Transactions" section for further details regarding MasterCard Debit Card transactions initiated through a non-MasterCard debit network.

You also understand and agree that it is your responsibility to carefully review each receipt or sales slip you receive when you conduct a MasterCard Debit Card transaction. In addition, you agree that, to the extent a MasterCard Debit Card transaction is initiated using your PIN or when you sign a sales slip, it is presumed that you authorized the transaction, and the amount thereof, because the authorization was initiated through your PIN or by your signature on the sales slip. In such event, you understand and agree that the burden is on you to conclusively prove that the use of your MasterCard Debit Card and/or the amount of the transaction was unauthorized.

Additionally, if you added your Mastercard Debit Card as a virtual card in your Mobile Wallet and your Mobile Device containing Electronic Card Information is subsequently lost, stolen or compromised, you must contact us immediately.

4. Our Liability for Failure to Make or Complete Electronic Fund Transfers. If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;

b. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);

c. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;

d. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
e. The ATM or network system was not working properly and you knew about this breakdown when you started the transaction;
f. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
g. Your Mastercard Debit Card, Mastercard Debit Card PIN, or Meriwest Online PIN you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip, chip, or tap, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your Mastercard Debit Card PIN, or Meriwest Online PIN has been repeatedly entered incorrectly;
h. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
i. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
j. The payee mishandles or delays a payment sent by the Bill Payer Service;
k. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
l. You have not provided our Bill Payer Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

5. Personal Identification Numbers (PIN). You understand that you cannot use your Mastercard Debit Card at a Mastercard terminal, nor may you use Meriwest Online without the applicable identification number which we refer to as a PIN. You are responsible for the safekeeping of your PIN(s) provided by us or selected by you and for all transactions by use of a PIN. Your PIN(s) is confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN. If you disclose your PIN(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed.

6. Fees for Electronic Fund Transfers. All fees associated with your EFTs are disclosed in our *Fee Schedule* and you agree to pay such charges as may be charged due to use of Electronic Funds Transfer services on your account(s). Any fees charged will be deducted from your checking or regular share account. The Credit Union reserves the right to impose fees at a future date after we give you notice of such charges as required by law.

If you have been issued an additional card (a Mastercard Debit Card) for a joint owner or authorized user on your account, any applicable transaction fees outlined in our Fee Schedule will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

If you use an ATM that is not operated by us, you may be subject to additional fee(s) imposed by another financial institution, merchant and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as “surcharging” and is in addition to any ATM fees charged by us.

7. Verification. All transactions affected by use of ATMs, POS terminals, Electronic Check Transactions, Meriwest Online, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or PIN(s), or as otherwise authorized under this Agreement.

8. Change in Terms. We may change the terms and charges for the services described in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If you have an account with us through which EFTs are being processed, you will receive written notice of the change in terms at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. Further, the Credit Union may, from time to time, revise or update the programs, electronic services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, electronic services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

9. Termination of Electronic Services. You may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We reserve the right to terminate this Agreement and your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing as defined in our Member Conduct and Limitation of Services Policy. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits. If you ask us to terminate your account or your access to any of the electronic services, you will remain liable for subsequent transactions performed on your account. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination. Upon termination of this Agreement or the electronic services, the Credit Union will use commercially reasonable efforts to cancel any applicable account transactions you have previously authorized, but we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation.

10. Notice and Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through Meriwest Online if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices, via Meriwest Online, or by sending a written and signed notice to Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, Attention: Payment Processing Center.

11. Collections. You agree that we will be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

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

13. Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

14. No Waiver. The Credit Union can delay enforcing any provision under this Agreement any number of times without losing its right to enforce them at a later date.

15. Relationship to Other Disclosures. The information in this Agreement applies only to the electronic service transaction described herein. Provisions in other disclosure documents, as may be revised by us from time to time, continue to apply, except to the extent expressly modified by this Agreement.

16. Account Access. Your accounts, Mastercard Debit Card, and any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not utilize your accounts, Mastercard Debit Card, or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

17. Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA). In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, and we subsequently identify your new account as an Internet gambling business, we will ask that you provide evidence of your legal capacity to do so, and reserve the right to close the account based on our restriction to such transactions. Meriwest does not offer account(s), individual or business, for Internet Gambling purposes.

18. Recording of Phone Calls. You authorize us and our agents to record any phone call between you and us concerning the electronic services.

19. Assignment. You may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement to independent contractors or other third parties.

20. Headings. Headings are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

21. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR YOUR INABILITY TO USE THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Your Agreement to Indemnify Us. Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement by you;
- Your violation of any law or rights of a third party; or
- The provision of the electronic services or use of the electronic services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the electronic services by you or a joint account owner or other authorized person.

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

24. 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 or share/draft 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 authorize the Credit Union to furnish information concerning the account to consumer reporting agencies.

➡ *Additional Disclosures Applicable to Preauthorized Deposit of Net Paychecks, Payroll Deductions, Pension Checks and Federal Recurring Payments*

If you have arranged to have preauthorized electronic deposits of your net paycheck (if available from your employer), payroll deductions, pension checks, or federal recurring payments (for example, Social Security payments), the following information applies to you:

1. Account Access. Preauthorized deposits may be made only to your checking or savings accounts.

2. Notification of Preauthorized Deposits. If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us Toll Free at (877) MERIWEST (877-637-4937) and we will advise you whether or not the preauthorized deposit has been made. You may also use Meriwest Online to confirm whether or not the deposit has been made.

3. Documentation of Preauthorized Deposits. You will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic funds service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.

4. Direct Deposits. If, in connection with a direct deposit plan, we deposit any amount in an account which we are later required to return to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

➡ *Additional Disclosures Applicable to Preauthorized Payment Services*

If you have requested a preauthorized payment to a third party from any Credit Union account, the following applies to you:

1. Account Access. Preauthorized payments may be made from your checking account(s) only. If your preauthorized payment due date is scheduled to occur on a non-business day it will be sent out the next business day.

2. Right to Receive Documentation of Preauthorized Payment.

- **Initial Authorization:** You can get copies of the preauthorized payment documentation from the party receiving the payment at the time you give them the initial authorization.
- **Notice of Varying Amount:** If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each such payment when it will be made and how much it will be. You may agree with the party being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Periodic Statement:** You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

3. Right to Stop Preauthorized Payment. If you want to stop a preauthorized payment or revoke a preauthorized payment authorization, you must call us at (877) 637-4937, or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment from your account 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. An oral request to stop payment ceases to be binding after fourteen (14) days if you have not provided us with any required written confirmation of your request. We will charge you for each stop payment order you give pursuant to our current *Fee Schedule*. Such stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

4. Our Liability for Failure to Stop Payment. If you order us to stop one of your preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

➡ *Additional Disclosures Applicable to Electronic Check Transactions*

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

1. Types of Available Transactions. You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.

2. Account Access. Electronic Check Transactions may be made from your checking account only.

3. Limitations on Dollar Amounts of Transactions. You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

➡ *Additional Disclosures Applicable to "Automated Account Information Service" ("AAIS") Audio Response Services*

AAIS Audio Response Service is a telephone banking service that allows you to perform monetary transactions and account balance inquiries without assistance from our staff. You will actually "talk" directly with our computer through the use of a touch-tone phone. Audio Response Service is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties.

1. Audio Response Service Personal Identification Number (PIN). Before you can use Audio Response Service and conduct your first transaction, you must create a personal identification number (PIN) by completing the authentication process within the service. You are responsible for the safekeeping of your Audio Response Service PIN, or as changed by you, and for all transactions made by use of the Audio Response Service. If you forget your PIN, you may contact us at (877) MERIWEST or (877) 637-4937 so we may assist you in obtaining a new PIN. You must notify us immediately by phone and send written confirmation if your Audio Response Service PIN is disclosed to anyone other than any joint owner of your account. You understand and agree that you must change your Audio Response Service PIN immediately to prevent transactions on your account if anyone not authorized by you has access to your Audio Response Service PIN. If you disclose your Audio Response Service PIN to anyone, however, you understand that you have given them access to your account(s) via the Audio Response Service and that you are responsible for any such transactions. You further understand that your Audio Response Service PIN is not transferable and you will not disclose your Audio Response Service PIN or permit any unauthorized use thereof. If the wrong PIN is entered three (3) times consecutively, your access to Audio Response Service will be restricted and you will need to contact us to restore access. We are authorized to act on any instructions received under your Audio Response Service PIN.

2. Types of Available Transactions. You may use Audio Response Service to:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share/savings, share draft/checking, or Line of Credit (except from IRAs or from the principal of a Term Share Certificate Account);
- Transfer funds between your share/savings, share draft/checking, or Line of Credit account;
- Access your Line of Credit account to request loan advances;
- Obtain year-to-date tax information, dividends, interest and IRA contributions; and
- Make loan payments.

All payments and deposits are subject to later verification by us. We may offer additional services in the future and, if so, you will be notified of them.

3. Limitations on Frequency and Dollar Amount of Transactions. Account withdrawals to you through Audio Response Service are unlimited to the extent you have funds available in your account(s), or available credit from your Line of Credit account, and there are no dollar limitations on transfers.

For security reasons, in the event your Audio Response Service PIN is lost or stolen there may be restrictions on transactions you can conduct using the Audio Response Service.

4. Withdrawal Checks. Credit Union checks are prepared for withdrawals requested using Audio Response Service. We will mail these checks to you at your last address of record. Checks requested before 3:00 p.m. Pacific Time on any business days will be mailed on the same day. Transactions completed after 3:00 p.m. Pacific Time on any business day will not be mailed until the following business day.

➡ *Additional Disclosures Applicable to Online Banking, Mobile Banking and the Bill Payer Services*

Online Banking is our electronic banking service that allows access to your accounts without assistance from our staff by using our Internet website and your Online Banking PIN. We refer to our Online Banking system as Meriwest Online. The Meriwest Online system is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Mobile-Meriwest is a mobile version of Meriwest Online. Most smart phones and web-enabled devices can log into Mobile-Meriwest at www.meriwest.com. Apps are also available for download through Google Play® and the Apple App Store®.

Meriwest Online registration is required to access Mobile-Meriwest. The Bill Payer Service is an electronic method of paying bills. We refer to the Bill Payer Service as Bill Payer. You must have a checking account with us to use this service. If you would like to take advantage of these online services, visit our website and enroll with your eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using Meriwest Online and Bill Payer will be provided when you enroll.

➥ *Additional Disclosures Applicable to Mastercard® Debit Cards*

The disclosures in this section apply to the use of your Mastercard Debit Card to conduct EFTs, including, but not limited to, use of the Mastercard Debit Card at ATMs and POS terminals. By use of your Mastercard Debit Card at a participating POS terminal, you authorize us to make withdrawals from your checking account for cash advances and/or purchases. Access to ATMs is through the use of a Mastercard Debit Card and a PIN.

1. Account Access. You may use your Mastercard Debit Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Mastercard Debit Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Mastercard Debit Card, to complete a transaction, or for their retention of the Mastercard Debit Card. You understand that your Mastercard Debit Card is not a credit card and does not provide "credit" which means that you may not defer payment of Mastercard Debit Card transactions.

2. Types of Available ATM Transactions. Transaction types and services may be limited on certain ATMs on the systems which we do not own (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

You can use your Mastercard Debit Card to perform the following ATM transactions:

- Make deposits to your savings or checking account at our proprietary ATMs (and some designated CO-OP Network ATMs).
- Withdraw cash from your share/savings, money market, share draft/checking and loan accounts.
- Transfer funds between your share/savings, share draft checking, and loan accounts.
- Make balance inquiries at our proprietary ATMs (and some shared network ATMs).
- Make loan payments by transfer of funds from your share/savings or share draft/checking account at our proprietary ATMs (and some shared network ATMs).

We may offer additional ATM services in the future and, if so, you will be notified of them. Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network and shared network systems. Services, however, may be restricted on certain ATMs on the systems which we do not own. In such case, the Shared Network ATMs may refuse an attempted transaction.

3. Deposits. You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day.

4. ATM Transaction Fees. You understand that withdrawals from network ATMs may be subject to Credit Union fees as disclosed in the *Fee Schedule*. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Any fees charged will be deducted from your checking or savings account.

5. ATM Transaction Limitations. You understand and agree that you may use your Card at ATMs, using your PIN, to conduct cash withdrawals up to our maximum daily dollar amount limit, based on your relationship with us. For the Merit Classic and Plus Rewards Program Levels, you may make ATM cash withdrawals up to a maximum of $500 each day, as long as your available balance will cover the transaction(s). For the Merit Gold Rewards Program Level, you may make ATM cash withdrawals up to a maximum of $750 each day, as long as your available balance will cover the transaction(s). For the Merit Platinum Rewards Program Level, you may make ATM cash withdrawals up to a maximum of $1,000 each day, as long as your available balance will cover the transaction(s). For purposes of the daily limits only, a "day" is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when we receive it. Notwithstanding the foregoing, you understand that withdrawal limitations may vary between shared networks and individual ATMs. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, at our sole discretion.

Minimum withdrawal amounts and increment amounts may vary depending on the shared network or ATM you access. For example, the minimum withdrawal and increment amount on some shared network machines is generally $20. For security reasons, in the event your Mastercard Debit Card or PIN is lost or stolen, there may be restrictions on transactions you can make at the ATMs.

6. Authorization Holds for MasterCard Debit Card Transactions. When you use your Mastercard Debit Card to pay for goods or services, the merchant may seek our prior authorization for the transaction, at which time we will generally place a hold on some or all of the funds in your account for up to three (3) business days or until the transaction is paid from your account.

7. Optional Overdraft Protection Plans. You understand that you can authorize us to link your Mastercard Debit Card to an overdraft protection source, including, but not limited to, a savings account, to fund any overdrafts on your checking account.

8. Authorized Use – Mastercard Debit Card and PIN. Both the Mastercard Debit Card and a PIN will be required each time you use an ATM, engage in a POS or other EFT. You agree to memorize your PIN and you will not write it on the Mastercard Debit Card(s). If you forget the PIN, you may contact us and we will issue a Replacement PIN for which there may be a Replacement PIN fee, as stated in our current Fee Schedule. You must observe the following conditions for both the privacy and protection of your account and the system:

- YOU MUST KEEP YOUR MASTERCARD DEBIT CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT.
- YOU MUST NOT TELL ANY UNAUTHORIZED PERSON YOUR PIN OR WRITE YOUR PIN ON YOUR MASTERCARD DEBIT CARD (OR ANY PLACE) OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE.
- YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR MASTERCARD DEBIT CARD AND/OR PIN.
- IF YOU AUTHORIZE US TO ISSUE A MASTERCARD DEBIT CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE MASTERCARD DEBIT CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE MASTERCARD DEBIT CARD.
- IF YOU GIVE YOUR MASTERCARD DEBIT CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU, EVEN IF THEY EXCEED YOUR AUTHORITY.

9. Safety at the ATM. You understand that you should use caution at all times when using an ATM. Some precautions you can take are: (1) avoid ATMs that are obstructed from view or unlit at night; (2) observe the area for anything unusual or suspicious; (3) when possible, bring a companion along, especially at night; (4) lock your vehicle when you leave it; (5) have your Mastercard Debit Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM; (6) avoid counting your cash at the ATM; (7) lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM; (8) prevent others from seeing you enter your PIN by using your body to shield their view; and (9) do not accept assistance from anyone you do not know when using an ATM. We want ATMs to be safe and convenient for you. Tell us if you know of any problem with the facility. For example, let us know if a light is not working or there is any damage to the facility. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to the police as soon as possible.

10. Ownership of the Mastercard Debit Card. You may request, one card, per account-owner, per product. The first two Debit Cards, per product, will be provided without a charge. The issuance of additional Mastercard Debit Cards (for account-owners only) will be subject to a Multiple Card Fee. If your Mastercard Debit Card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the Fee Schedule. The Mastercard Debit Card remains our property and you agree to surrender it to us upon demand. We may cancel, modify, or restrict the use of any Mastercard Debit Card upon proper notice or without notice if: (1) any of your accounts are overdrawn; (2) you use your Mastercard Debit Card in a manner which may cause a loss to us; (3) your account is inactive, which is defined by us as an account that has had no member-initiated transaction activity for a period of 12 consecutive months; (4) any mail sent to your address is returned to us as undeliverable; (5) any email sent to you by us is returned as undeliverable; (6) your account has one (1) or more NSF items or transactions; (7) we are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or (8) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Mastercard Debit Card through retrieval by any of the ATMs.

11. Inactive Mastercard Debit Card. Any Mastercard Debit Card that has not been activated and/or has been inactive for 12 consecutive months will be transferred to inactive (Blocked) status through the Mastercard Debit Card network. The Mastercard Debit Card, once transferred to inactive status, will not be renewed upon expiration. Should an attempt be made to use the inactive card, your transaction will be declined and if used at an ATM terminal, the card may be captured.

12. Making Electronic Funds Transactions. You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

13. Point-of-Sale (POS) Transactions – Dollar Limitations. The following daily limits apply to POS transactions you conduct using your Mastercard Debit Card to the extent you have available funds in your checking account.

You understand and agree that you may use your Mastercard Debit Card for POS transactions up to our maximum daily dollar amount limit, based on your relationship with us. For the Merit Classic and Plus Rewards Program Levels, you may conduct POS transactions totaling up to a maximum of $3,000 each day, as long as your available balance will cover the transactions. For the Merit Gold Rewards Program Level, you may conduct POS transactions totaling up to a maximum of $5,000 each day, as long as your available balance will cover the transactions. For the Merit Platinum Rewards Program Level, you may conduct POS transactions totaling up to a maximum of $10,000 each day, as long as your available balance will cover the transactions. At your request, we may make an exception to the dollar limits for a single twenty-four (24) hour period on Mastercard Debit Card transactions to accommodate a single transaction in excess of such limit, provided your available checking account balance will cover the transaction.

ATM and POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.

14. Returns and Adjustments (Mastercard Debit Card). Merchants and others who honor Mastercard Debit Cards may give credit for returns or adjustments, and they will do so by sending us a credit slip that we will post to your checking account.

15. Foreign Transactions (Mastercard Debit Card). Foreign transactions will be billed to your account in U.S. dollars and include, but are not limited to: (a) internet or other transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country; and (b) purchases, cash advances, or other transactions processed outside of the United States or in a foreign currency. The conversion to U.S. dollars will be made in accordance with the Mastercard operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your Mastercard Debit Card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference. In addition, the Credit Union will charge you a fee that is imposed by Mastercard for foreign transactions, and the amount of the fee varies depending on whether the foreign transaction requires a currency conversion. A 1.1% fee applies for foreign transactions involving a currency conversion, while a 0.9% fee will be charged for international transactions if there is no currency conversion. The Credit Union does not presently charge an additional fee for purchases or cash advances outside of the United States or in a foreign currency. However, we reserve the right to charge an additional fee for such purchases or cash advances at a future time.

16. Card Claims and Transaction Questions. When you authorize other parties to debit your checking account, you are responsible for these transactions. Thus, you will have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your Mastercard Debit Card must be resolved by you directly with the merchant or seller who accepted the Mastercard Debit Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your Mastercard Debit Card.

17. Provisional Credit For Losses. In accordance with Mastercard Operating Regulations, you will receive provisional credit for Mastercard Debit Card losses for unauthorized use within ten (10) business days after you have notified us of the loss. However, please refer to the "Additional Disclosures Applicable to PIN-Less Mastercard Debit Card Transactions" section for further details regarding Mastercard Debit Card transactions initiated through a non-Mastercard debit network.

➡ *Additional Disclosures Applicable to Mastercard® Pin-Less Debit Card Transactions*

We allow non-Mastercard debit transaction processing. This means you may use your Mastercard Debit Card on a non-Mastercard network (also known as a PIN-Debit Network) without using a PIN to authenticate your transactions. Mastercard Operating Regulations generally define a PIN-Debit Network as a non-Mastercard debit network that typically authenticates transactions by use of a PIN, but that is not generally known for having a card program.

There are two types of authenticated transactions when using a debit card: PIN and signature. In a PIN-based debit card transaction, a cardholder enters a PIN to authorize the transaction. In a signature-based debit card transaction, a cardholder signs a receipt. You may choose to purchase goods and services with your Debit Card through a PIN-Debit Network without the requirement of entering your PIN. There are a number of different non-Mastercard debit networks that a merchant may use that support PIN-less transactions.

Examples of PIN-less debit transactions include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of your PIN.

You understand that the terms and conditions of your agreement with us relating to some Debit Card transactions do not apply to PIN-Debit Network transactions. For example, the additional limits on liability (sometimes referred to as Mastercard's Zero Liability program), $50 loss cap, chargeback and dispute resolution rules, and the streamlined error resolution procedures offered on Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

➡ *Additional Disclosures and Regulations Applicable to Fund (Wire) Transfers*

Article 4A of the Uniform Commercial Code, as adopted by the State of California, and Subpart B of Regulation J, as promulgated by the Board of Governors of the Federal Reserve, are the laws and regulations that cover funds transfers. These funds transfers include but are not limited to transfers to or from accounts through the Federal Reserve Bank system by means of Fedwire, transfers through the Automated Clearing House ("ACH") that are subject to the applicable ACH rules or other fund transfer systems, and transfers between accounts at our different branches ("on us" transfers).

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Funds Transfer Agreement ("Agreement"), the following words have the following meanings:

- "We," "us," "our," and "Credit Union" mean Meriwest Credit Union.
- "You," "your," and "yours" mean each person (whether one or more persons) who has a deposit account with Meriwest Credit Union and requests Meriwest Credit Union to send a funds transfer to a designated beneficiary.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction docs not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed, which for purposes of this Agreement, is the Credit Union.
- "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Fedwire" means the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve. Fedwire does not include the system for making ACH transfers.

This Agreement contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. Applicable Law. This Agreement applies to funds transfers as defined in Article 4A of the UCC, (Division 11 of the California Uniform Commercial Code), and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.

2. Acceptance of Funds Transfer Orders and Agreement. The Credit Union will accept funds transfer orders only if you have signed this Transfer Agreement, have sufficient available funds on deposit in the account to execute the payment order, and produce valid identification. Once you have signed this Agreement, the Credit Union will accept funds transfer requests from you in person, in writing or through Meriwest Online Banking, provided that our security procedures (described below) are followed. The Credit Union will not comply with any funds transfer instructions that are not in accordance with the terms of this Agreement or our security procedures.

3. Authorization to Initiate Funds Transfers. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any joint account owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). Only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. The Credit Union shall have no liability for losses caused by your failure to notify the Credit Union of changes to your Authorized Agents.

4. Authorization to Charge Account. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request.

5. Service Fees and Charges. The Credit Union may charge a service fee for services relating to the sending or receiving of the funds transfer request. Please refer to our *Fee Schedule* for current funds transfer fees. If funds transfer instructions you provide are incorrect and the funds transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again, but in such a case you will be charged an additional fee as set forth in our *Fee Schedule*.

6. Security Procedures. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified at the time the payment order is requested of the security procedure(s), 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(s) unless you notify the Credit

Union in writing that you do not agree to the specified security procedure(s). In that event, the Credit Union will have no obligation to accept any payment order from you or other Authorized Agents on the account until you and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with the security procedure(s) (or the security procedures as otherwise agreed, or as amended by us), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If the Credit Union does not follow the security procedure(s), but can prove the transfer request was originated by you or your Authorized Agent, you will still be liable for the transfer amount plus transfer fees. You authorize the Credit Union to record electronically or otherwise any telephone calls relating to any funds transfer under this Agreement.

7. Unauthorized or Improper ACH Debit Activity. You understand and agree that in case of unauthorized or improper ACH debit activity on your account, you must complete and sign our affidavit of unauthorized or improper ACH debit activity.

8. Funds Transfer Cut-Off Times. 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 for funds transfers are as follows:

- Domestic - 3:00 p.m. Pacific Time, for same day processing, on each weekday that the Credit Union is open, excluding federal holidays.

Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received for processing on the next weekday that the Credit Union is open, excluding federal holidays.

9. Right to Cancel or Amend a Domestic Funds Transfer Request. There is no right to cancel or amend a domestic funds transfer request after it is received by the Credit Union. The Credit Union may, at its option, attempt cancellation or amendment of a funds transfer request prior to the time that the Credit Union executes such transfer, but the Credit Union shall have no liability if the cancellation or amendment is not effectuated. In any event, we will not credit funds until we confirm the beneficiary has not received funds and any funds transmitted have been returned. We have no obligation to re-execute any rejected or returned funds transfer request. We will credit any account following return or rejection. Any credit may not be equal to the original amount of the funds transfer request due to, for example, transfer fees, our expenses, or expenses of other institutions. In addition, we will have no obligation to pay interest (or dividends) on any cancelled, returned, or rejected transfer order. You must notify the Credit Union immediately in person or by telephone for cancellations or amendments. All cancellations or amendments will be subject to the same identification procedures used when initiating a funds transfer request. Under no circumstances will the Credit Union be liable to you or any third party for cancellations or amendments acted upon by the Credit Union after execution of your original funds transfer request. You agree to reimburse the Credit Union for any costs, losses, or damages, including reasonable attorneys' fees, the Credit Union incurs in connection with your cancellation or amendment request.

10. Fedwire and Choice of Law. If you send or receive a wire transfer, Fedwire may be used. This means that your rights and obligations with respect to such transfers shall be governed by Regulation J, Subpart B - Funds Transfers through Fedwire. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.

11. Identification of Beneficiary. If you give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying 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 identifying account number you provided the Credit Union.

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

13. Provisional ACH Payments. The Credit Union may, in its discretion, give you credit for 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 that if the Credit Union does not receive such final settlement, 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.

14. Notice of Receipt of ACH Payments. ACH transactions are governed by the 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 that the Credit Union provides.

15. Receipt of Incoming (Non-ACH) Funds Transfer. 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 that the Credit Union provides. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify you of such rejection (including the reason given for rejection) by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

16. Payment of Dividends (or Interest). If the Credit Union becomes obligated under Article 4A of the UCC to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the interest (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. Interest (or dividends) will begin accruing on the day the refund or re-credit is due.

17. Rejection of Funds Transfer Request. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union shall incur no liability to you or to third parties for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

18. Notice of Rejection of a Funds Transfer. In the event the Credit Union rejects any funds transfer request, the Credit Union shall provide notice of such rejection to you, or an Authorized Agent, orally or in writing by the end of the next business day that such funds transfer would otherwise have been executed by the Credit Union.

19. OFAC. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

20. Limitation of Liability. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized or erroneous transfer or interest thereon (including, but not limited to, fraudulent transfers and/ or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable law, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest (or dividends). **UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, AND PUNITIVE OR SPECIAL DAMAGES THAT YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/ OR ANY FUNDS TRANSFER REQUEST.**

21. Impossibility of Performance. The Credit Union will not be liable for failure to comply with the terms of this Agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.

22. Indemnification. You agree to indemnify, defend and hold harmless the Credit Union, its agents and employees against any loss, liability, or expense (including attorneys' fees) resulting from or arising out of any claim by any person in connection with any matters subject to this Agreement.

23. Terms of Agreement. The terms contained in this Agreement are in addition to the terms stated in the "Electronic Services Agreement and Disclosure" section of the Account Disclosure and Deposit Agreement. If any term of this Agreement is held to be invalid, illegal, or unenforceable, the other Agreement terms shall not be affected.

24. Change in Terms. Subject to applicable laws, the Credit Union may amend, modify, add to, or delete from this Agreement any of its terms and conditions at any time. You will be notified of any changes. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such changes.

25. Termination. The Credit Union may terminate this Agreement at any time by giving written or oral notice to you. Unless terminated by the Credit Union, this Agreement shall remain in effect until the Credit Union receives written notice of termination from you and has been afforded a reasonable opportunity to act on such notice. You may not assign this Agreement to any other party.

26. Governing Law. Except as otherwise expressly provided by applicable law, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

Section 2. Additional Disclosures Applicable to Remote Deposit Capture

Remote Deposit Capture is our service designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning or photographing your checks and electronically transmitting a digital image of your paper checks to us or our designated processor. Original checks are converted to "substitute checks" (as defined by Regulation CC, is a check reproduction of an original check) that:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140; and
- Is suitable for automated processing in the same manner as the original check.

Meriwest Online registration is required to access Mobile-Meriwest. The Remote Deposit Capture is an electronic method of transmitting a digital image of your paper check for deposit to your designated account(s). We refer to Remote Deposit Capture as Remote Deposit. You must have a membership and associated account(s) and be a member in good standing. If you would like take advantage of these online services, visit our website and enroll with your eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using Meriwest Online and Remote Deposit will be provided when you enroll.

PART V: Member Conduct and Limitation of Services Policy

The privilege of Meriwest Credit Union services available to members must be reserved for members who are in "good standing." You acknowledge and agree that the purpose of this policy is to protect the employees, volunteers and members of the Credit Union from abusive members. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members. You further acknowledge and agree that this policy also defines what constitutes a "monetary loss" which may also serve as a basis for limiting member services.

You acknowledge and agree that the Credit Union's good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Credit Union is committed to treating its employees, volunteers and members with respect and is committed to maintaining a work place free from unacceptable conduct from any source. In the event that you engage in any type of "abusive behavior" (defined below) towards a Credit Union member, employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.

This policy extends to any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you.

Member in Good Standing

You will **not** be considered to be in "good standing" with this Credit Union if:

1. You fail to comply with the terms and conditions of any lawful obligation or agreement with this Credit Union including, but not limited to, any delinquency or default on a loan, line of credit or account agreement;
2. You cause the Credit Union to suffer a "monetary loss" as defined below;
3. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
4. You engage in "abusive behavior," or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether you are in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

This policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.

Definitions

1. "Member Services" are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, ATM services, online banking services, and other electronic fund transfer services.
2. A "monetary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
    a. For Loans: the monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
    b. For Shares: monetary loss is defined as the negative balance in the share account written off as uncollectible.

3. “Abusive behavior” includes, but is not limited to, any of the following conduct:
   a. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
   b. Any form of action which may constitute harassment under the Credit Union’s harassment policy. For example:
      - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
      - Inappropriate touching.
      - Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
      - Displaying sexually suggestive objects or pictures.
   c. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
      - Engaging in offensive or abusive physical contact.
      - Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
   d. Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
   e. Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
   f. Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
   g. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
   h. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
   i. Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
   j. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
   k. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
   l. Deliberate or repeated violations of security procedures or safety rules.
   m. Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

   This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as “abusive” by the Credit Union.

Suspension of Credit Union Services

You acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union will be restricted. Any or all of the following actions may be imposed against a member who is deemed to be “not in good standing”:

1. Denial or suspension of all services and/or expel you from membership, and if appropriate, restrict your access to Credit Union premises.
2. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to any Credit Union Service Centers Network or any other shared branching network and revoking any shared branching privileges.
4. Taking any other action deemed appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

You acknowledge and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

In the case of continued abusive behavior or an extremely abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union as permitted under federal or state law or regulation.

In order to encourage you to contact us, in the event that we have been unable to contact you regarding your account, such as a delinquent negative balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/or provide us with your contact information in accordance with this Agreement and any applicable loan document.

These limitations will not prohibit you from submitting a written appeal to the Board of Directors or exercising your rights under federal or state law or regulation.

MERIWEST CREDIT UNION

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