

ACCOUNT AGREEMENT

TRUTH-IN-SAVINGS DISCLOSURE

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

Effective Date: May 1, 2021



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ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words “I,” “me,” “mine,” “my,” “we,” “us,” and “our” mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card or opening one or more account(s) with you. The words “you,” “your,” “yours,” and “Credit Union” mean LA FINANCIAL CREDIT UNION (Legally known as LA Financial Federal Credit Union) or Havasu Community Credit Union, a subsidiary of LA Financial Credit Union.

I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Agreement and Disclosure and the enclosed Savings and Fixed Rate Term Share Certificate Dividend Rate Sheet (“Rate Sheet”) and Schedule of Fees and Charges, which are incorporated herein by this reference. I understand and agree that this Agreement and Disclosure, along with any other documents you give me pertaining to my account(s), is a binding contract between the Credit Union and me, whether in my individual or representative capacity, or both, that establishes the rules that control my account(s) with you and which sets forth my rights, obligations, and responsibilities and the rights and obligations of the Credit Union. When I sign a Signature Card or open or continue to use an account, I agree to follow these rules.

The purpose of this Agreement and Disclosure is to:

1. Explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates, but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which I am subject or in which I might be interested.

I understand and agree that if any provision of this Agreement and Disclosure is found to be unenforceable according to its terms; all remaining provisions will remain in full force and effect. You may permit some variations from this Agreement and Disclosure, but you will only agree to do so in writing and such permitted variation will be in effect only as to the particular transaction(s) described in such writing.

Important Information about Procedures for Opening a New Account

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

What this means to me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver’s license or other identifying documents. Please see separate Privacy Policy Notice for Privacy Policy.

I. BINDING ARBITRATION CONSENT AND AGREEMENT: You and I agree to attempt to informally settle any disputes affecting my accounts which might arise under this Agreement and Disclosure. If that cannot be done, you and I agree that any claim or dispute (“Claim”), whether in contract, tort, statute, or otherwise, affecting my accounts and/or arising out of or relating to this Agreement and Disclosure will, at the election of either you or me, be resolved by BINDING ARBITRATION administered by either JAMS, Inc. (“JAMS”) or the American Arbitration Association (“AAA”) in accordance with their applicable rules and procedures for consumer disputes (“Rules”). **AS A RESULT, IF EITHER YOU OR I ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, I WILL GIVE UP MY RIGHT TO GO TO COURT TO ASSERT OR DEFEND MY RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE OR AT LAW OR IN EQUITY (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION).**

I acknowledge that by consenting to BINDING ARBITRATION I understand and agree with the following terms:

- **SELECTION OF ARBITRATION:** If either you or I elect to resolve a Claim through binding Arbitration, my rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and the Rules. The neutral arbitrator will be selected in accordance with the Rules. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. The party filing a Claim in arbitration will select either JAMS or AAA as the arbitration administrator. If both AAA and JAMS are unavailable to resolve the Claim, and if you and I do not agree on a substitute, then either you or I will be able to request that a court appoint a substitute.
- **WAIVER OF JURY TRIAL:** I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO A TRIAL BY JURY.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide me a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. Arbitrators can award the same remedies including damages, injunctive relief on an individual basis, and other remedies that a court can award.
- **CLASS ACTION WAIVER:** ANY ARBITRATION UNDER THIS ACCOUNT AGREEMENT WILL BE ON AN INDIVIDUAL BASIS. I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION.
- **LOCATION:** The place of arbitration shall be in the federal district where I reside.
- **COSTS:** You will reimburse me for any filing, administration, and arbitrator fees as imposed by AAA or JAMS. HOWEVER, IF THE ARBITRATOR DETERMINES THAT MY CLAIM IS FRIVOLOUS, UNWARRANTED, OR BROUGHT FOR AN IMPROPER PURPOSE (IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE SECTION 11(B)) I WILL RETURN TO YOU ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES YOU PAID.
- **ATTORNEYS’ FEES:** If I prevail on the merits of my Claim in arbitration, you will pay my attorneys’ fees. I will not be required to pay your attorneys’ fees if you prevail.
- **SURVIVAL:** This Binding Arbitration Consent and Agreement shall continue in full force and effect after any termination or cancellation of this Account Agreement and Disclosure or of any account or member relationship with the Credit Union.
- **RIGHT OF OPT-OUT:** I have the right to opt-out of this Binding Arbitration Consent and Agreement, provided that I notify you of my intent to opt-out within 30 days after you provide me this Binding Arbitration Consent and Agreement. My opt-out is only effective if I notify you in writing using the included “Arbitration Opt-Out” form or the “Arbitration Opt-Out” form found in the Forms & Disclosures section of your website. If I fail to opt-out within this 30-day time period, I will be deemed to have provided my consent to the resolution of our disputes or Claims through binding arbitration in accordance with this Binding Arbitration Consent and Agreement.

FOR MORE DETAILS, I understand that I should check AAA's or JAMS's website, www.adr.org and www.jamsadr.com, respectively, OR call AAA at (800)778-7879 or JAMS at (800)352-5267. Any debt or loan obligation I may have with you that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Consent and Agreement.

II. PAYMENT OF DIVIDENDS

DIVIDEND RATES: The frequency and conditions upon which dividends are paid on all dividend bearing accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, 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. For all dividend-bearing accounts, except Term Share Certificate Accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union's Board of Directors. There is no limit to the amount that the rate may change. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the Rate Sheet, which is incorporated by this reference, by calling the Credit Union at (800) 894-1200 or visiting your website at www.lafinancial.org.

For all dividend bearing accounts, except Term Share Certificate Accounts, dividends will be compounded monthly and will be credited monthly. Dividends on Term Share Certificate Accounts are compounded monthly and will be credited monthly and at maturity, as set forth in my Term Share Certificate Account Agreement and Disclosure, when issued. For all dividend-bearing accounts, the dividend period is also 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 is the ending date of a dividend period, and for the example is January 31. If I close my account before dividends are credited, I will receive the accrued dividends.

BALANCE COMPUTATION METHOD: Dividends on dividend bearing accounts are calculated by the daily balance method which applies a daily periodic rate to the daily balance in the account each day.

Dividends will begin to accrue no later than the business day you receive provisional credit for the deposit of noncash items (e.g., checks) to my account.

III. TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If I fail to complete the purchase of one (1) share within sixty (60) days of my admission to membership, or within sixty (60) days from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within sixty (60) days of the reduction, I may be terminated from membership at the end of a dividend period. I must maintain the par value of a share in a Regular Savings Account to open other accounts. The maximum amount of shares that may be held by any member may be established from time to time by the Board of Directors.
2. For any account established by a minor, the Credit Union reserves the right to require the minor account to be a joint, or multiple party account, with an owner who is at least 18 years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft, or unpaid charges. A parent or guardian shall not have any right to access an account opened by a minor unless that parent or guardian is an owner of that account.
3. All accounts (except checking accounts) are not transferable except as defined in Regulation D (12 CFR Part 204).
4. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
5. You reserve the right upon thirty (30) days written notice to change, add to, delete from, or modify any provision of, or to establish new provisions within, this Agreement and Disclosure. My continued use or maintenance of any of my account(s) or if I open any new accounts after the effective date of such change, addition, deletion, modification, or establishment of any new provision shall constitute my acceptance thereof.
6. You may refuse to follow any of my instructions that, in your sole judgment, are illegal or could expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my, or what purports to be my, oral, written, or electronic instructions.
7. You reserve the right to refuse to open any account, or to service, or to accept additional deposits to, an existing account.
8. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsement guaranteed before you accept the item.
9. I authorize you to accept items payable to any account owner for deposit to such account from any source 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 me.
10. I understand and agree that you may utilize automated means to process checks and other items written on, or deposited to, my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
11. You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if:
 - 1) You suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrong doer if the payment was made before I properly notified you.

Except as otherwise set forth in this Agreement and Disclosure or with respect to errors involving electronic fund transfers (including, but not limited to, ATM transactions, point-of-sale transactions, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debt card transactions, whether or not initiated through an electronic terminal), notification must be made within thirty (30) days of the date of the statement. I will see your Electronic Services Disclosure and Agreement for information about procedures for resolving errors involving electronic fund transfers. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item within one (1) year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.

12. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority to effectuate transactions as requested by the accountholder(s) may not be changed or terminated except by written notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold (i.e., freeze) the funds, without liability to anyone, pending resolution of the claim to your satisfaction. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums of deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon. I also understand and agree that you may, at your discretion, freeze the funds in an account you hold, without liability to anyone, if, under the circumstances, you have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to your satisfaction or until you receive an order of a court instructing you concerning the disposition of such funds. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
13. You reserve the right to close any account(s) should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your detriment, any other account holder's detriment, and/or to any other member's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, other fraud, 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 your detriment.
14. I acknowledge that you are obligated to report cases of actual or suspected financial abuse of elders or dependent care adults to the proper authorities empowered to investigate such cases. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or take any other action(s) that you deem appropriate under the circumstances, including providing relevant information and documentation concerning my accounts and other transactions to the proper authorities empowered to investigate such cases. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
15. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. I agree that any instruction to permit withdrawals or transfers only upon the signature or authorization of two or more accountholders shall not be binding on you. I agree that you shall not be liable for any lack of signatures so long as the instructions contain the signature or have been authorized by at least one accountholder. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, the Account Signature Card, and/or any other writing signed by me shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
16. You reserve the right to terminate my ability to access my account using any ATM Card or VISA Debit Card ("Card"), deactivate the Card, and require that I immediately destroy the Card or return it to you at any time.
17. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts.
18. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
19. Ownership for the primary account and all sub-accounts shall 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 or additional Signature Card(s). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
20. I am required to keep you informed of my current physical and mailing address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to LA Financial Federal Credit Union, P.O. Box 6015, Pasadena, CA 91102-6015. In the event that I fail to do this, you may continue to utilize my address on file with you without liability until you receive a change of address notification from me. You may charge my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed in accordance with your Bylaws and as set forth in the Schedule of Fees and Charges.
21. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I fail to provide such notice or if I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
22. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings, or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Funds Availability Policy, located in this pamphlet (Section IV, "My Ability to Withdraw Funds") for further details.
23. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check. You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and the fee charged.

24. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is deemed "late" due to markings on the back of the check caused by me or a prior endorser.
25. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that, except as otherwise set forth in any agreement with you or in applicable law, it applies only between me and the payee or maker, the notation will have no effect on you, and I agree to accept responsibility for payment of the item. In the event that I deposit any item or check to any of my accounts with you using your mobile or remote deposit capture services, I agree to conform to the terms and conditions set forth in your Mobile Deposit Agreement and I agree to endorse the item or check and make a notation on the back of the item or check indicating that it is "for mobile deposit only to LA Financial Credit Union." I agree to indemnify and hold you harmless from any claim or alleged loss of any maker, payee, or financial institution involving such notations or deposits, including your failure to endorse and/ or make the notation set forth herein, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
26. You reserve the right to reverse any credit for any deposited item or charge my account for cashed items should they become lost while in the process of collection. If you do not reverse a credit, I agree to assist you in collecting the amount of any lost item by providing you with such information and other assistance as you may request. You may charge my account when a photocopy of a check I have written is presented to you for payment in place of a lost original, unless a stop payment order is in effect for that check.
27. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
28. All accounts are subject to your Schedule of Fees and Charges, which accompanies this Agreement and Disclosure and is incorporated by this reference. I agree to pay any additional reasonable charges for services I request that are not covered by this Agreement and Disclosure should you decide to honor my request. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my Individual Retirement Account (IRA). Only fees related to an IRA will be debited 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.
29. I agree that I am individually liable and, for joint accounts, the joint accountholders are jointly and severally liable, for any account shortage resulting from charges or overdrafts whether caused by me or by another person or entity with access to the account(s). This liability shall be due immediately and can be deducted directly from account balances whenever sufficient funds are available. I understand and agree that I have no right to defer payment of this liability regardless of whether or not I signed the item or benefitted from the charge or overdraft. I also understand and agree that I will also be liable for your costs to collect any deficit as well as for your reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving my account(s) including, but not limited to, disputes between me and another joint owner, between me and an authorized signer, or between me and a third party claiming an interest in my account(s).
30. You will escheat funds to the appropriate state in accordance with applicable law. California law states that if my last known address on your records is in this state or if there is no record of my last known address but I am domiciled in this state, or if my last known address is in a foreign country but I am domiciled in this state, inactive account balances in Savings, Checking, and matured TermShare Certificate Accounts must escheat to the state of California after a period of three (3) years since the last time I:
 - a. Increased or decreased the amount of funds on deposit with you, or presented an appropriate record for crediting of dividends, or cashed a dividend check from any of my accounts with you; or
 - b. Corresponded in writing or electronically with you concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state of California if applicable, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state. To recover funds turned over to the state, I must file a claim with the state.

31. You reserve the right to require that withdrawals made from my deposit accounts be made in minimum amounts as established from time to time by Board policy.
32. You may, but are not obligated to, transfer funds from any of my savings, money market, checking, IRA or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days" and if the request meets your minimum withdrawal requirements.

If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.
33. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
34. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree that the determination of which records I am entitled to shall be determined solely by you, if not otherwise specifically described under applicable law. I agree to pay applicable fees as listed in your Schedule of Fees and Charges for those copies.
35. You may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which you believe (correctly or otherwise) to be valid. You may notify me of such process by telephone, electronically, or in writing, unless you are prohibited by law from notifying me. If you are not fully reimbursed for your record research, photocopying, and handling costs by the party that served the process, you may charge such costs to any account I have with you, in addition to your minimum Legal Process Fee. I agree to reimburse you for any cost or expense, including attorneys' fees, which you may incur in responding to legal process related to my accounts.
36. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss

and Claim for Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping, payment on such check.

37. I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
38. You are not responsible for any loss or damage which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
39. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will ask you for the brochure entitled "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)."
40. In the event that a negative balance is created in my deposit account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRAs), including account(s) upon which I am an owner or a joint owner, in an amount equal to the negative account balance or withdraw funds to offset the outstanding financial obligation which is in default. I understand that you may freeze my accounts and, if permissible under applicable law, limit access to products and services provided by the Credit Union, until my account is brought positive or the financial obligation is satisfied.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities owed to you by me (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, I knowingly consent and expressly agree that the application of an offset of funds in any account to pay for overdrafts and/or internal account fees or charges includes the offset of government benefits (such as social security and other public benefit funds) deposited to my account to the fullest extent permissible under applicable law.
41. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account, and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account for these purposes.
42. I understand and agree that telephone conversations with the Credit Union are not confidential and may be randomly monitored by Credit Union personnel. I also understand, consent, and agree that my telephone conversations with Credit Union personnel may be recorded by the Credit Union.
43. I understand that you may report information about my account to credit bureaus. Late payments, missed payments, negative balances, and other defaults on my account(s) may be reflected in my credit report.
44. Member accounts in this Credit Union are federally-insured by the National Credit Union Share Insurance Fund.
45. An action or proceeding by me to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one (1) year after the cause of action occurs.
46. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
47. My 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 shall not be applied if that would result in the application of non-California law.
48. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my Debit Card; ATM Card; Debit Card, ATM Card, or Home Banking PIN or password; or granting an person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:

1. If there is more than one owner, all agree with each other and with you 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 surviving account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be nonmembers.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then-current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of Credit Union management, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of Credit Union management.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

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

1. If I have made a Pay-on-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or un-matured debts owed to you by me and second to my designated P.O.D. payee(s).
2. If the account is jointly owned, all sums are payable to one or more account owner(s) during their lives and, on the death of all of them, first to you to the extent of any outstanding matured or un-matured debts owed to you by any of us and second to one or more payees then surviving in equal and individual shares. If a P.O.D.

payee dies before all of the account owner(s), all sums are payable first to you to the extent of any outstanding matured or un-matured debts owed to you by any of us and the remaining funds shall be divided equally among the surviving P.O.D. payees, if any.

3. A Pay-on-Death designation cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS:

1. If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
2. You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
3. I acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "Application for Membership and Agreement for Credit Union Account in the Name of Trustee(s)."
4. Living Trust Accounts are not subject to the California Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO UNIFORM TRANSFER TO MINORS ACT ACCOUNTS:

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfer to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall 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 said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named therein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.
3. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
4. I may not pledge any or all of the funds on deposit in the account as security for a loan(s).
5. As custodian, I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) you may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by me in handling or dealing with the account.
6. I acknowledge and agree that upon the minor reaching the age of majority, or other age stipulated in any applicable court order, I am responsible for transferring the funds in the account to the minor or minor's estate. I agree to indemnify and hold you harmless for any failure to transfer the funds in the account to the minor or the minor's estate upon the minor reaching the age or majority.
7. Custodial Accounts are not subject to the California Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO MINOR'S COOGAN ACT ACCOUNTS:

1. The Trustee(s) ("Trustee") named in the Signature Card is establishing a Minor's Coogan Account ("Account") for the purpose of preserving, for the benefit of the minor, certain earnings pursuant to either (1) a court order under California Family Code § 6752(b) or (2) California Family Code § 6752(c).
2. The Trustee named in the Signature Card is a member of the Credit Union. The Credit Union will maintain this Account only so long as the Trustee is a member of the Credit Union.
3. Trustee agrees to provide a copy of any and all orders of the court regarding the Account to the Credit Union immediately. Trustee agrees to inform the Credit Union in writing if a change is made in any order of the court.
4. Trustee agrees to notify the Credit Union in writing if a change of Trustee occurs.
5. Any subsequent account opened at the Credit Union with Account monies will be governed by the Signature Card and the terms and conditions contained therein.
6. The name of the beneficiary of the Account (i.e., the minor), the minor's address, Social Security Number, and date of birth is set forth on the Signature Card.
7. Trustee agrees to notify the Credit Union if the beneficiary ceases to be a beneficiary or changes address. Providing such a notice of termination of beneficiary shall impose no obligation on the Credit Union for the contents of the notice.
8. The following rules shall govern disbursements of Account funds:
 - (a) No withdrawal of funds shall be made unless:
 - (i) The Trustee seeking the funds presents a certified copy of an order of the court; or
 - (ii) The beneficiary seeking the funds upon reaching the age of 18 years presents a certified copy of the beneficiary's birth certificate.
 - (b) No transfers of funds shall be permitted unless:
 - (i) The transfer is to another account at the Credit Union and the funds transferred shall continue to be held in a Minor's Coogan Account; or
 - (ii) The transfer is to another financial institution or company, the funds transferred will continue to be held in trust pursuant to California Family Code § 6750 et seq. and the Trustee has provided written notification to the transferee financial institution or company.
9. Any payment in accordance with paragraph 8 shall be valid and shall discharge the Credit Union from any liability.
10. Death or incompetence of the Trustee shall not revoke the Credit Union's authority until the Credit Union has written notice of the fact of death or adjudication of incompetence and has a reasonable opportunity to act on it.
11. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204.

12. Trustee acknowledges and agrees that the Credit Union's sole obligation to the Trustee and the Account is as a depository institution and is a debtor/creditor relationship and nothing in the Application and Agreement or in any Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under any Trust Instrument or otherwise.
13. Trustee hereby agrees for the beneficiary for the life of the Account and the statutory life of any cause of action involving the Account to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorneys' fees, against any and all liability, loss, and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, and transaction of any business on the Account at the Credit Union. Trustee agrees to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of this hold harmless and indemnity agreement.
14. Trustee agrees to conform to the Credit Union's bylaws, the terms and conditions of Signature Card, as well as this Account Agreement and Truth-in-Savings Disclosure.
15. Coogan Accounts are not subject to the California Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

1. I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian, or Conservator. By the authority vested in me, I am, acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. If the account is blocked, I understand and agree that I shall file with the court a written receipt including an agreement with you that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
3. I may not pledge any or all funds on deposit in the account as security for any loan(s) subject to then current loan policies.
4. Fiduciary Accounts are not subject to the California Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS:

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship named on the Account Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
2. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
3. Sole Proprietorship Accounts are not subject to the California Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP, AND UNINCORPORATED ASSOCIATION ACCOUNTS:

1. Currently, the Credit Union is not opening new accounts for businesses other than sole proprietorships (see above). Therefore, the terms and conditions set forth in this section below apply to existing business account(s) at the Credit Union.
2. To help the government fight financial crime, Federal regulation requires the Credit Union to obtain, verify, and record information about the beneficial owners of legal entity customers. You agree to cooperate with the Credit Union and to provide any information or documentation, and to complete any forms, promptly upon the Credit Union's request from time-to-time.
3. The person(s) named on the Account Signature Card, duly authorized to make the certification, certify that, at a regularly held meeting, the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the constitution, bylaws, or otherwise, any one (1) of the signatures, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Account Signature Card is the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
4. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
5. Corporate, Partnership, and Unincorporated Association Accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO PRIMARY SAVINGS ACCOUNTS:

1. The minimum deposit required to open and maintain a Primary Savings Account is set forth on your Rate Sheet. I must maintain a minimum daily balance as set forth on your Rate Sheet in this Account in order to avoid closure of this Account and maintain my membership with you.
2. I must maintain the minimum average daily balance set forth on your Schedule of Fees & Charges in this Account to avoid a monthly service fee. If, during any statement cycle, my Account balance falls below the required minimum average daily balance, my Account will be subject to a monthly service fee as set forth on your Schedule of Fees & Charges for that statement cycle.
3. I must maintain a minimum average daily balance in my account as disclosed on your Rate Sheet to obtain the Annual Percentage Yield (APY) disclosed on your Rate Sheet.

TERMS AND CONDITIONS APPLICABLE TO YOUTH PRIMARY SAVINGS ACCOUNTS:

1. I must be under the age of 18 to open a Youth Primary Savings Account. Upon reaching 18 years old, the Account will be required to be converted to a Primary Savings Account.
2. The minimum deposit required to open and maintain a Youth Primary Savings Account is set forth on your Rate Sheet. I must maintain a minimum daily balance as set forth on your Rate Sheet in this Account in order to avoid closure of this Account and maintain my membership with you.
3. I must maintain the minimum daily balance set forth on your Rate Sheet in this Account to avoid a monthly service fee. If, during any statement cycle, my Account balance falls below the required minimum daily balance, my Account will be subject to a monthly service fee as set forth on your Rate Sheet for that statement cycle.
4. All fees and charges are set forth in your Schedule of Fees and Charges. Fees waived for members under 18 years of age, include the Single Service Account fee, Rolled Coin fee, and IRA Maintenance fee.

5. There is no minimum average daily balance required to obtain the Annual Percentage Yield (APY) disclosed on your Rate Sheet. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate Sheet.
6. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO ALL SECONDARY SAVINGS ACCOUNTS:

1. The minimum balance to open and maintain any Secondary Savings Account is disclosed on your Rate Sheet.
2. No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
3. No minimum balance requirements apply to these accounts in order to obtain the Annual Percentage Yield (APY) disclosed on your Rate Sheet. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate Sheet.
4. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS:

1. The minimum balance required to open a Money Market Account is disclosed on your Rate Sheet.
2. No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
3. I must maintain the minimum daily balance in this Account disclosed on the Rate Sheet to obtain the Annual Percentage Yield (APY) set forth on the Rate Sheet. The Dividend Rate and Annual Percentage Yield (APY) on this Account is tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s). When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Rate Sheet will show current Rates, APYs, and tiers at time of printing/posting.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account is as of the last dividend declaration date are set forth in the Rate Sheet.
5. I may request an unlimited number of checks or drafts payable to me.
6. I may not pledge any of the funds on deposit in the account(s) as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. You may, at your discretion, but are not obligated to nor shall you 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 you ("overdrafts");
 - b. If drawn by means not authorized in advance by you; or
 - c. Against checks presented over six (6) months past their dates.
2. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association, or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient available funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss, or damage to me of any kind.
3. If you have made good faith payment to a holder, you may charge my account according to:
 - a. The original terms of my check; or
 - b. The terms of my completed check unless you have notice that any such completion is improper.
4. Except as otherwise set forth below, I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date, and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend, and hold you harmless for all claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall 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 was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.

I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.
5. Death, dissolution, or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may, for ten (10) days after the date of death, dissolution, 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, which you believe is made in good faith. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you shall 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.

7. Except as otherwise set forth herein, you may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
8. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft, or other debit on my account, your determination of whether sufficient available funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
9. I agree that, in the event I draw a check on my account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser or any person to whom I have provided access, either purposely or inadvertently, that obscure any depository endorsement placed by you or your agent.
10. I understand that you may authorize transactions covered by this Agreement and Disclosure that would cause my account(s) to have a negative (or further negative) balance (determined by reference to my available balance) using any combination of the following overdraft protection programs:
 - a. Transfer from Other Accounts: I understand and agree that you have the right, but you are not required, to transfer available funds from any of my accounts with you (excluding IRA accounts), including account(s) upon which I am a joint owner, to cover an overdraft and to pay applicable fees. I agree that overdrafts paid by a transfer from any of my accounts with you in excess of funds available in such accounts are payable on demand, and, if not promptly paid, may result in the closure of my account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee.
 - b. Written Request: I understand and agree that I may authorize you to automatically clear overdraft transactions by executing a written request specifying the source of funds to be used to cover overdrafts. If, pursuant to such written request, overdrafts are to be covered by a transfer of funds from another checking account, my savings account(s), or from a line of credit account, such transfer(s) will generally be made only if there are sufficient clear funds on deposit or sufficient available credit at the time of transfer. Overdraft transfers will be made in increments of \$100. I agree that overdrafts paid pursuant to such written request in excess of funds in any designated overdraft source are payable on demand, and, if not promptly paid, may result in the closure of my account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee. An Overdraft Transfer Fee will be assessed for each overdraft as set forth in your Schedule of Fees and Charges.
 - c. Discretionary Overdraft Privilege: I understand and agree that you may, but you are not required to, pay items without sufficient available funds in my account(s) in accordance with the terms and conditions of your Discretionary Overdraft Privilege Program. Such overdrafts will be subject to your Discretionary Overdraft Privilege Fee. I will see your Discretionary Overdraft Privilege Disclosure for more information.
 - d. Exception for ATM and One-Time Debit Card Transactions: I understand and agree that your general policy is that you will not pay overdrafts occurring as a result of ATM or one-time Debit Card transactions; however, if you do cover such an overdraft, you will not charge me an overdraft fee.
11. You 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 signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
12. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners, except IRA accounts).
13. I may not pledge any or all of the funds on deposit in this account as security for any loan(s).
14. If this is an ORGANIZATION account (i.e., corporate, partnership, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
15. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you. You recommend that I close any checking account for which checks are lost or stolen or if there have been (or there is reasonable cause to believe that there may be) unauthorized transactions on my account and open a new checking account. If I refuse to do so despite this recommendation, you shall have no liability for subsequent losses on the account due to unauthorized transactions to the extent permitted by law.
16. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
17. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are scanned on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. In accordance with California law, you will not charge me for copies of the first two (2) items I request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in your Schedule of Fees and Charges. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
18. If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely created check into any of my Accounts, I represent and warrant to you that I 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 I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. 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.
19. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you will not pay the check until the due date. My notice to you 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 shall be valid for fourteen (14) days. If written, the notice shall 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.
20. All checks written on my account must be drawn in U.S. dollars.

21. You reserve the right to convert my existing checking account to a different checking account type with a minimum 30-day notice to me. You have the right to convert my checking account to another checking account type if there are conditions or qualifications of the account that are not met after 120 days (i.e., number of transactions each month, enrollment in eStatements, or ACH (automatic payments)).
22. Checking accounts with no activity for ninety (90) days will be considered inactive and may be closed by the Credit Union.
23. I agree to pursue all rights I may have under any applicable insurance coverage before making a claim against you in connection with any account transaction and to provide you with all reasonable information about my insurance coverage. Your liability, if any, shall be reduced by the amount of all insurance proceeds I receive or am entitled to receive.
24. Except as otherwise required by applicable law, I agree that you shall have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that you have no obligation to provisionally credit my account.
25. When handling an item, your maximum liability for your failure to exercise ordinary care in handling such item shall not exceed the amount of the item. In any other case (including forgery, alteration, or other unauthorized withdrawal), your maximum liability is the lower of my actual damages proved or the amount of the forgery, forgery, alteration, or other unauthorized withdrawal. In either case, your liability for damages shall be reduced by the amount of damages that would not have been realized if I had used ordinary care. **IN NO EVENT SHALL YOU BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY, AND YOU SHALL NOT BE LIABLE FOR MY ATTORNEYS' FEES.**

TERMS AND CONDITIONS OF DISCRETIONARY OVERDRAFT PRIVILEGE SERVICE:

It is the policy of the Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

These Terms and Conditions of Discretionary Overdraft Privilege Service ("Discretionary Overdraft Privilege Disclosure") describes my and your duties, obligations, and rights with regard to your Discretionary Overdraft Privilege Service. This Discretionary Overdraft Privilege Disclosure (and all amendments thereto) shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Agreement and Disclosure.

The Overdraft Privilege is not a line of credit. However, if I inadvertently overdraw my account, you will have the discretion to pay the overdraft, subject to the limit of my Overdraft Privilege less the amount of the overdraft fee. You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. Any discretionary payment by you of an overdraft check (or item, such as an ATM withdrawal) does not obligate you to pay any other overdraft check (or item), or to provide prior notice of your decision to refuse to pay such check (or item).

Pursuant to your commitment to always provide me with the best level of service, now and in the future, if I am not a minor (note: the Discretionary Overdraft Services is not available on minor's accounts), my account is primarily used for personal and household purposes, and has been maintained in good standing, which includes at least:

- Bringing my account to a positive balance within every thirty (30) day period for a minimum of 24 hours;
- Not being in default on any loan or other obligation to you;
- Not being subject to any legal or administrative order or levy; and
- Not being dormant or inactive,

Then you will have the discretion to pay overdrafts within the Overdraft Privilege limit, but payment by you is a discretionary courtesy and not your obligation. You may, in your sole and absolute discretion, cease paying overdrafts at any time without prior notice of reason or cause.

This privilege applies to consumer checking accounts only and will generally be limited to a maximum of \$600 overdraft (negative) balance. Of course, any and all fees and charges, including, without limitation, the non-sufficient funds fees (as set forth in your Schedule of Fees and Charges and Agreement and Disclosure), will be included as part of this maximum amount. It may be possible that my account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

The total of the Discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and I will continue to be liable, jointly and severally, for all such amounts, as described in the Agreement and Disclosure. The Discretionary Overdraft Privilege Fee is in the same amount as your standard Overdraft fee, is disclosed in your Schedule of Fees and Charges, and (except as otherwise set forth below) will be imposed for overdrafts covered under this Service created by checks, ACH, ATM withdrawals, everyday debit card transactions (Point of Sale/PIN-based), Signature-based debit card transactions, or by other electronic means. We will not charge your account an overdraft fee if an ATM or everyday debit card transaction overdraws your account by \$10 or less.

You will not pay overdrafts or charge me an Overdraft Privilege Fee for ATM or everyday debit card transactions unless you have provided me with the notice required by section 1005.17(b) of Regulation E and I have opted-in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, you will place a hold on my account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

You also offer overdraft protection plans, such as a link to another account or line of credit, which may be less expensive than your standard overdraft practices. To learn more, I should ask you about these plans.

I may OPT OUT of the Discretionary Overdraft Privilege services at any time by contacting one of your Member Service Representatives for additional information.

If I need help: Of course, overdrafts should not be used to pay ordinary or routine expenses and I should not rely on overdrafts as a means to cover these expenses. If at any time I feel I need help with my financial obligations I may contact one of your Member Service Representatives at 800.894.1200.

OVERDRAFT PRIVILEGE - ALWAYS A DISCRETIONARY PROGRAM:

These terms and conditions in no way obligate you to extend the Overdraft Privilege program to me. This program represents a purely discretionary courtesy or privilege that you provide and which may be withdrawn or withheld by you at any time without prior notice, reason, or cause. You reserve the right to exclude me from the Overdraft Privilege program for any reason, including for what you believe to be excessive use of Overdraft Privilege.

The Responsibility is Mine

I must remember that the responsibility for ensuring that the funds in my account will cover a transaction is mine. I should keep a running balance of the amount of funds in my account to ensure that there are sufficient funds in my account. You provide various tools that will help me manage my account, such as online banking and mobile banking applications. I must remember that the balance displayed using these tools may be either my available balance or my ledger balance. It is important that I understand the difference between these two balances. My available balance is the most current record you have about the funds that are available for withdrawal from my account (but does not include certain transactions as described in greater detail below in the section entitled "My Available Balance"). My ledger balance, on the other hand, is simply the current posted balance in my account. It includes only deposits and withdrawals posted to my account. My ledger balance does not include any pending transactions and may include deposits that are not yet available for withdrawal. The amount displayed on my monthly statements from you is my ledger balance. You do not use my ledger balance in determining whether a transaction results in an overdraft. For a variety of reasons, neither my available balance nor my ledger balance may represent the funds in my account that will be available to cover a particular transaction at the time I enter into it (such as delivering a check to a merchant) depending on a number of factors, including, without limitation, how and when the item for such transaction is presented to you. The responsibility for ensuring that a transaction will not overdraw my account is mine.

My Available Balance

The available balance in my account plays a significant role in the operation of my account. My available balance is the balance in my account that you use to determine if I have sufficient funds to cover a transaction. My available balance is the most current record you have about the funds that are available for withdrawal from my account. In determining the available balance in my account, you will consider all transactions that have posted to my account, any holds that may be in place on deposits I have made, and pending transactions (such as pending debit card purchases and related authorization holds on funds in my account) that the Credit Union has authorized but that have not yet posted to my account.

My account is considered overdrawn when the available balance in my account is negative. It is very important to understand that I may still overdraw my account even though the available balance appears to show there are sufficient funds to cover a transaction that I want to make. My available balance does not reflect all my outstanding checks, automatic bill payments that I have authorized, or other outstanding transactions that have not been paid from my account. For example, outstanding checks I have written will not be reflected in my available balance until they are presented to you and paid from my account.

Also, my available balance may not reflect all of my debit card transactions. For example, if a merchant obtains my 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), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by you and paid from my account. See the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance.

It is my responsibility to record and track all of my transactions closely to confirm that my available balance accurately reflects my spending of funds from the account linked to my debit card.

In addition, my available balance may not reflect the most recent deposits to my account. For details on the availability for withdrawal of my deposits, I will refer to the Credit Union's Funds Availability Policy, located in this pamphlet (Section IV, "My Ability to Withdraw Funds") for further details.

Operation of Account and Order of Posting

You receive deposit and withdrawal transactions in many different forms throughout each business day. You reserve the right to determine the timing and order in which such transactions are posted to my account to the extent permitted by law. You determine the order in which you process and post deposits and other credits and checks and other items to my account based on a number of factors.

You may pay or authorize some items, and decline or return others, in any order you deem appropriate to the extent permitted by law. When the available balance in my account is not sufficient to cover all of the items presented that day, some processing and posting orders can result in more returned items and more overdraft and returned item fees than other orders. You may choose your processing and posting orders to the extent permitted by law regardless of whether additional fees result.

Some items are received by you individually and others are received in batches throughout each business day. Examples of items that you currently receive individually include ATM withdrawals, everyday debit card transactions, and teller transactions. These individual items are generally posted to my account as they are received by you each business day. Examples of items that you currently receive in batches include checks drawn on my account presented by other financial institutions and ACH and automatically recurring debit card transactions. If multiple checks are presented on any given day, they are cleared in check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers. The check file is generally posted between 3:30 PMPT and 4:30 PMPST Monday – Friday. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). For non-check batched transactions that we receive at the same time on a particular business day, we will generally post those non-check batched transactions between 6 AM PT and 7 PM PT Monday – Friday. Deposits are processed first followed by withdrawals. Manual payrolls are posted when the payroll file is received by the Credit Union Processing Department. Branch Transactions are posted in real time when the teller performs the transaction. However holds may be placed on deposited checks. ATM transactions are performed in real time, if the system is in real time. Online Banking and Mobile Banking transactions are performed in real time. Shared Branch transactions are performed in real time. Debit POS (pin-based) transactions are performed in real time.

I agree that, to the extent permitted by law, you may determine at your discretion the timing of posting items to my account, the categories used by you to post items to my account, the transactions within each category, the order among categories, and the posting orders within a category. You may sometimes change the timing of posting items to my account, add or delete categories, change posting orders within categories and move transaction types among categories. I agree that you may at your discretion make these changes at any time to the extent permitted by law without notice to me.

Authorization Holds for Debit Card Transactions

When I make a purchase with my debit card, the merchant may seek your prior authorization for the transaction. You generally place a temporary hold against some or all of the funds in the account linked to my debit card if and when an authorization request is obtained. You refer to this temporary hold as an "authorization hold,"

and the amount of the authorization hold will be subtracted from my available balance (generally in real time as they are received by you throughout each day). The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as with a gas station purchase where the authorization hold may be \$100). This can happen at a restaurant or a gas station, where my debit card is swiped before my actual transaction amount is known, because I may choose to add a tip to a restaurant transaction or because the amount of gas I pump is unknown when my card is swiped. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount.

You are permitted to place an authorization hold on my account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time period, however, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant and finally posted to my account. If this happens, you must honor the prior authorization and will pay the transaction from my account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you might maintain the authorization hold even after the purchase amount is actually paid from my account. However, in these instances, you will still not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

It is my responsibility to record and track all of my transactions closely to confirm that my available balance accurately reflects my spending of funds from the account linked to my debit card.

INSUFFICIENT FUNDS

Overdrafts and Returned Items

I am responsible for keeping track of the funds in my account that are available for me to use before I write a check, make a cash withdrawal at an ATM, or use my debit card for a transaction.

You encourage me to manage my funds responsibly. Among other things, I should keep a running balance that reflects all of my transactions. It is imperative that I keep track of the outstanding transactions I may have authorized (such as outstanding checks or automatic bill payments for example), as my available balance will not reflect these transactions until they are paid from my account. As discussed in the section entitled "My Available Balance," your record of my available balance may also not reflect all of my debit card transactions. I should not assume that I can avoid overdrafting my account by making a deposit before a check or other item is presented for payment because my deposit may not be immediately available for withdrawal. Refer to the Credit Union's Funds Availability Policy, located in this pamphlet (Section IV, "My Ability to Withdraw Funds") for further details.

Insufficient Funds - Overdrafts and Returned Items

You will generally charge a fee for any item presented for payment on a business day when my account is overdrawn. If you pay it, you will charge an overdraft fee (subject to any limitations you impose and subject to special rules for everyday debit card transactions discussed in greater detail below). If you return it, you will generally charge a returned item fee. Please see Fee Schedule for a listing of fees. I can avoid fees for overdrafts and returned items by making sure that my account always contains sufficient available funds to cover all of my transactions. You offer services that you can use to help me manage my account and help me avoid overdrafts.

You recommend that I enroll in one of the optional overdraft protection plans described below. These plans can help me avoid overdrafts and returned items. While fees apply when I use an optional overdraft protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items. Please see our "Optional Overdraft Protection Services" below.

When you determine that the available balance in my account is not sufficient to cover a check or other item, then you consider the check or other item an insufficient funds item. If I have enrolled in one of the optional overdraft protection plans and have enough available funds in the linked account under the overdraft protection plan, you will transfer funds to cover the item (subject to applicable fee listed in Schedule of Fees and Charges). Otherwise, without notice to me, you either authorize or pay the insufficient funds item and overdraw my account (an overdraft item) or you decline or return the insufficient funds item without payment (a returned item) and charge the applicable fee.

You pay overdrafts at your discretion, which means you do not guarantee that you will always, or ever, authorize and pay them. You are not obligated to pay any item presented for payment against my account if the available balance in my account is insufficient to cover the item. If I overdraw my account to pay items on one or more occasions, you are not obligated to continue paying future insufficient funds items. You may pay all, some, or none of my overdrafts, without notice to me. If you do not authorize and pay an overdraft, then you decline or return the transaction unpaid and charge the applicable fee.

Optional Overdraft Protection Services

We offer optional overdraft protection services that you may apply for such as Line of Credit Overdraft Protection (where your line of credit is used for overdraft protection) and Transfer Overdraft Protection (where funds from another account, such as your savings account, are used for overdraft protection). If you apply and are qualified for these optional services, we will look first to these services for overdraft protection before applying our Overdraft Privilege program when your account is overdrawn. These other overdraft services may save you money on the total fees you pay us for overdraft protection. The terms and conditions of those optional overdraft protection services, including applicable costs and fees, will be separately disclosed to me.

TERMS AND CONDITIONS APPLICABLE TO SIMPLE ACCOUNTS:

1. The minimum balance required to open a Simple Account is disclosed on your Rate Sheet.
2. There is a minimum average daily balance required to avoid a monthly service fee as disclosed on your Schedule of Fees and Charges. In addition, there is a statement fee if eStatements are not used as reflected on your Schedule of Fees and Charges.
3. This account does not earn dividends.

TERMS AND CONDITIONS APPLICABLE TO FLEX ACCOUNTS:

4. The minimum balance required to open a Flex Account is disclosed on your Rate Sheet.
5. There is a monthly service fee as reflected on your Schedule of Fees and Charges.
6. There is a statement fee if eStatements are not used as reflected on your Schedule of Fees and Charges.
7. This account does not earn dividends.

TERMS AND CONDITIONS APPLICABLE TO PLAY ACCOUNTS:

1. The minimum balance required to open a Play Account is disclosed on your Rate Sheet.
2. There is a monthly service fee as reflected on your Schedule of Fees and Charges. In addition, there is a statement fee if eStatements are not used as reflected on your Schedule of Fees and Charges.
3. The Dividend Rate and Annual Percentage Yield (APY) on this Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s). When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Savings and Investment Dividend Rate Sheet will show current Rates, APYs, and tiers at time of printing/posting.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in your Rate Sheet.

TERMS AND CONDITIONS APPLICABLE TO VALUE CHECKING PLUS ACCOUNT:

1. Effective 6/15/17 no new Value Checking Plus accounts will be opened. If I opened a Value Checking Plus account prior to 6/15/17, the following applies to me:
2. The minimum balance required to open a Value Checking Plus Account is disclosed on your Rate Sheet.
3. There is a monthly service fee as reflected on your Schedule of Fees and Charges.
4. I must maintain the minimum daily balance set forth on your Rate Sheet in this Account each day to obtain the disclosed Annual Percentage Yield (APY).
5. The Dividend Rate and Annual Percentage Yield (APY) on this Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s). When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Rate Sheet will show current Rates, APYs, and tiers at time of printing/posting.
6. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in your Rate Sheet.

TERMS AND CONDITIONS APPLICABLE TO FRESH START CHECKING ACCOUNT:

1. The minimum balance required to open a Fresh Start Checking Account is disclosed on your Rate Sheet.
2. There is a monthly service fee as reflected on your Schedule of Fees and Charges.
3. This account does not earn dividends.

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE CERTIFICATE ACCOUNTS:

A Term Share Certificate Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Term Share Certificate Account Agreement and Disclosure which will be provided to me in accordance with applicable law.

1. The minimum balance required to open a Term Share Certificate Account is disclosed on your Rate Sheet. After the Account is opened, additional deposits to the Account are not permitted until the Maturity Date.
2. No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
3. **DIVIDEND RATES AND ANNUAL PERCENTAGE YIELDS:** Dividend Rates and Annual Percentage Yields applicable to Term Share Certificate Accounts are fixed for the term of the Term Share Certificate Account. Please refer to our current Savings and Investment Dividend Rate Sheet for Certificate Account Dividend Rates, Annual Percentage Yields, and available terms.
4. **DIVIDENDS:** Although credited dividends may be withdrawn or transferred at any time without an early penalty, the Annual Percentage Yield is based on an assumption that credit dividends will remain in the Account until maturity. An early withdrawal will reduce earnings.
5. **MINIMUM BALANCE REQUIREMENTS:** The minimum balance required to open a Term Share Certificate Account is \$1,000. The minimum balance required to open a Twelve (12)-Month Growth Certificate is \$200. You must maintain the required minimum balance each day in order to obtain the disclosed Annual Percentage Yield. Special Term Share Certificate Account programs may be offered by us from time to time, which may require a higher initial deposit, minimum balance, or other special conditions. Please consult the current LA Financial Savings and Investment Dividend Rate Sheet or contact a Member Service Representative for minimum deposit and balance requirements. If any withdrawal or early withdrawal penalty reduces the Term Share Certificate Account balance below the minimum balance requirement, the account will be canceled and closed. If the Term Share Certificate Account is closed prior to maturity, any accrued dividends will be paid from the date of the end of the last dividend period to the date of account closure (not including date of closure) prior to the assessment of any early withdrawal penalty. The withdrawal penalty will be applied to the entire principal amount before the remainder of the funds is disbursed to you.
6. **GRACE PERIOD:** I have seven calendar days after the Maturity Date to withdraw funds without a penalty; or change the term of my Account.
7. **RENEWAL POLICY:** Your account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term, unless (1) you provide notice, at least thirty (30) days in advance of the Maturity Date, that the Account will not automatically renew; (2) I withdraw all funds in the Account prior to the Maturity Date or during the grace period; or (3) you or I close the Account. If automatically renewed, the Account will be renewed for a term equal or closest to that of the initial term and at the Dividend Rate and Annual Percentage Yield in effect at that time for such a term.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS (IRAs):

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my IRA Agreement and Disclosure, which will be provided to me in accordance with applicable law.
2. I may not pledge any of the funds on deposit in the account as security for any loan(s).
3. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.

4. Funds in an Individual Retirement Account will escheat to the state, if I 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. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.
5. A minimum balance is required to open an Individual Retirement Account as disclosed on the Rate Sheet. An Annual Maintenance Fee may apply - refer to the Schedule of Fees and Charges for current fees.
6. For variable-rate IRAs, there is no minimum average daily balance required to obtain the disclosed Annual Percentage Yield (APY). For fixed-rate IRA Certificates, the minimum daily balance required to obtain the disclosed Annual Percentage Yield (APY) is disclosed on the Term Share Certificate Account Agreement and Disclosure.

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE CERTIFICATE ACCOUNTS DESIGNATED AS IRAs:

1. The terms and conditions set forth in my Term Share Certificate Account Agreement and Disclosure are incorporated by this reference.
2. The minimum balance required to open an IRA Term Share Certificate Account is disclosed on the Rate Sheet.
3. No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
4. **DIVIDEND RATES AND ANNUAL PERCENTAGE YIELDS:** Dividend Rates and Annual Percentage Yields applicable to IRA Term Share Certificate Accounts are fixed for the term of the Term Share Certificate Account. Please refer to our current Rate Sheet for Certificate Account Dividend Rates, Annual Percentage Yields, and available terms.
5. **DIVIDENDS:** Although credited dividends may be withdrawn or transferred at any time without an early penalty, the Annual Percentage Yield is based on an assumption that credit dividends will remain in the Account until maturity. An early withdrawal will reduce earnings.
6. **MINIMUM BALANCE REQUIREMENTS:** The minimum balance required to open an IRA Term Share Certificate Account is \$1,000. The minimum balance required to open a Twelve (12)-Month Growth IRA Certificate is \$200.00. You must maintain the required minimum balance each day in order to obtain the disclosed Annual Percentage Yield. Special IRA Certificate Account programs may be offered by us from time to time, which may require a higher initial deposit, minimum balance or other special conditions. Please consult the current Savings and Investment Dividend Rate Sheet or contact a Member Service Representative for minimum deposit and balance requirements. If any withdrawal or early withdrawal penalty reduces the IRA Certificate Account balance below the minimum balance requirement, the account will be canceled and closed. If the IRA Certificate Account is closed prior to maturity, any accrued dividends will be paid from the date of the end of the last dividend period to the date of account closure (not including date of closure) prior to the assessment of any early withdrawal penalty. The withdrawal penalty will be applied to the entire principal amount before the remainder of the funds is disbursed to you.
7. **GRACE PERIOD:** I have seven calendar days after the Maturity Date to withdraw funds without a penalty; or change the term of my Account.
8. **RENEWAL POLICY:** Your account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term, unless (1) you provide notice, at least thirty (30) days in advance of the Maturity Date, that the Account will not automatically renew; (2) I withdraw all funds in the Account prior to the Maturity Date or during the grace period; or (3) you or I close the Account. If automatically renewed, the Account will be renewed for a term equal or closest to that of the initial term and at the Dividend Rate and Annual Percentage Yield in effect at that time for such a term.

TERMS AND CONDITIONS APPLICABLE TO SAVINGS ACCOUNTS DESIGNATED AS IRAs:

1. The minimum balance required to open these accounts and to obtain the disclosed Annual Percentage Yield (APY) is as disclosed on the Rate Sheet. Additional deposits are permitted to contributory IRAs only.
2. An annual maintenance fee may apply if minimum balance requirements of the account are not met as disclosed on the Rate Sheet. Refer to the Schedule of Fees and Charges for any applicable fees.

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS DESIGNATED AS IRAs:

1. The minimum balance required to open these accounts and to obtain the disclosed Annual Percentage Yield (APY) is as disclosed on the Rate Sheet. Additional deposits are permitted to contributory IRAs only.
2. An annual maintenance fee may apply if minimum balance requirements of the account are not met as disclosed on the Rate Sheet. Refer to the Schedule of Fees and Charges for any applicable fees.
3. I must maintain a minimum average daily balance as disclosed on the Rate Sheet in my account to obtain the disclosed Annual Percentage Yield (APY).

IV. MY ABILITY TO WITHDRAW FUNDS

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

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and Credit Union holidays. If I make a deposit inside one of your branches before 5:00pm Monday – Thursday, and 6:00pm on Friday, on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after end of business or on a day you are not open, you will consider that the deposit was made on the next business day you are open. Some branches may be open on Saturdays 9am – 2pm. If I make a deposit inside one of your branch locations on a Saturday from 9am – 2pm, you will consider that the deposit was made on the next business day we are open (for example, Monday). I can see open branch hours at the branch or online at: <https://www.lafinancial.org/branches-locations/>

Longer Delays May Apply

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth business day after the day of my deposit. However, the first \$225 of my deposits will be available on the first business day after the day of deposit.

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

If I will need the funds from a deposit right away, I should ask you when the funds will be available.

In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,525 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts

If I am a new member, the following special rules will apply during the first 30 days my account is open. Funds from electronic direct deposits to my account will be available on the day I receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,525 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of my deposit.

Deposits at Automated Teller Machines (ATMs) and Shared Branch Locations.

Funds from any deposits (cash or checks) made at ATMs you own or operate or at Shared Branch locations will be available generally on the second business day after the day of my deposit.

Funds from any deposits (cash or checks) made at ATMs you do not own or operate will be available on the fifth business day after the day of my deposit.

All ATMs that you own or operate are identified as your machines. Shared Branch locations are branches of other credit unions in the CO-OP Shared Branch Network® that are not identified as our branches.

The length of the delay is counted in business days from the day of my deposit. Every day is a business day except Saturdays, Sundays, and Credit Union holidays. If I make a deposit at an ATM that you own or operate before 2:30 p.m. (Pacific Time) on a business day that you are open, my deposit will be considered to be received that day. However, if I make a deposit after 2:30 p.m. (Pacific Time) or on a day that you are not open, you will consider that the deposit was made on the next business day that you are open. NOTE: ATM's located in Arizona that are in Mountain Standard Time have a 2:30 p.m. cutoff time during Daylight Saving Time; however, they have a 3:30 p.m. cutoff time the rest of the year.

Check Cashing

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

Holds on Other Funds

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

Cash Withdrawal Limitation

You place certain limitations on withdrawals in cash. In general, \$225 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total \$450 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. (Pacific Time). Any remaining funds will be available for withdrawal in cash on the following business day.

V. 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 my 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 me) can be used by me for endorsements or any other markings.

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

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

VI. IMPORTANT INFORMATION REGARDING EMAIL

If I choose to contact you via eMail, please keep in mind that my eMail address and any other information my eMail header shows about me (e.g. name or organization), will be revealed to you in the e-mail. You pledge, however, that when I communicate with you via eMail, you will use my eMail information only for the specific purpose or responding to my comments or questions. Please do not send confidential information using eMail as it is not a secure method of communication. My eMail address will not be sold or shared with others outside the Credit Union unless you are compelled to do so by law.

VII. FUNDSTRANSFERS AGREEMENT AND NOTICE

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J, both of which cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement ("Agreement") contains several notices which you are required to provide to me and establishes other terms of agreement which will apply to all funds transfers which involve me and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute my 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 shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. 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 wire domestic transfers will be at 11:30 a.m. (Pacific Time) for wires exceeding \$10,000 and at 2:00 p.m. (Pacific Time) for all other domestic wires on each weekday that the Credit Union is open that is not a Credit Union holiday. The cut-off time for foreign wire transfers is 11:30 a.m. (Pacific Time) for wires exceeding \$10,000 and at 12:30 p.m. (Pacific Time) for all other foreign wires on each weekday that the Credit Union is open that is not a Credit Union holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. ACH funds received by the Credit Union on my behalf as a same-day ACH credit payment in accordance with NACHA Operating Rules will be available by 5:00 p.m. on the day that they are received. If the Credit Union initiates (sends) a same-day ACH debit payment to a third party on my behalf, such payment must be initiated before the cut-off time for same-day ACH debit payments, which is 11:45 a.m. (Pacific Time) on each weekday that the Credit Union is open that is not a federal holiday, with settlement occurring at 2:00 p.m. (Pacific Time) on the same day. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly. I understand that I will be charged and agree to pay the processing fee for same-day ACH debit payments set forth on your Schedule of Fees. International payments and amounts of payments in excess of \$25,000 are ineligible for same-day ACH processing and will be processed on the next business day.
4. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
5. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. I agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from me or other authorized parties on the account until I and the Credit Union agree, in writing, on an alternate security procedure.
6. If I send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that each of our rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and this Agreement.
7. If I give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) 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 I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
8. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that I will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number I provided.
9. The Credit Union may give me credit for Automated Clearing House (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. I am hereby notified and agree that, if the Credit Union does not receive such final settlement, it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me 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 my account and I will be liable to repay the Credit Union.
10. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements that you provide.
11. If the Credit Union received a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
12. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to me, I agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
13. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my 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 me; (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. I understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

14. The Credit Union shall have the right to charge the amount of any funds transfer request to any of my 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, or reject such request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Schedule of Fees and Charges, which is incorporated by this reference.
15. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
16. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized 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 I fail to report to the Credit Union within thirty (30) days after my 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) my 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 me or my authorized agent; (6) any error, failure, or delay in execution of any funds transfer instruction, cancellation, or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction; or (7) the Credit Union's good faith determination not to comply with any funds transfer request.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to my direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/ OR ANY FUNDS TRANSFER REQUEST.
17. Subject to applicable state and federal laws and regulations, the Credit Union may change, add to, delete from, modify, or establish new provisions for the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, I agree to such changes, additions, deletions, modifications, and new provisions, if any.
18. Except as otherwise expressly provided by applicable state and federal laws and regulations, 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.

VIII. MEMBER CONDUCT AND LIMITATION OF SERVICES FOR MEMBERS NOT IN GOOD STANDING POLICY STATEMENT

The privilege of receiving Credit Union services available to members must be reserved for members who are in "good standing." The Credit Union may limit member services for those members who are deemed "not in good standing" in accordance with this policy. This policy defines what constitutes a "pecuniary loss" in addition to addressing standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers, and members.

I 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 the respect they deserve and is committed to maintaining a safe work place free from unacceptable conduct from any source.

In the event that I: (1) fail to comply with the terms or conditions of my lawful obligations with the Credit Union; (2) cause the Credit Union a "pecuniary loss;" or (3) engage in any type of abusive behavior towards a Credit Union member or a Credit Union employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against me.

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 me.

I will be deemed a member "not in good standing" with this Credit Union if:

1. I fail to comply with the terms and conditions of any lawful obligation with this Credit Union, including my payment obligations under a loan or in connection with my deposit accounts at the Credit Union;
2. The Credit Union suffers a "pecuniary loss," as defined below, as the result of my failure to comply with my lawful obligations with the Credit Union;
3. I manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
4. I engage in "abusive behavior," as defined below, 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 I am 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. **"BUSINESS DAY"** Business days are defined as Monday through Friday, except holidays. Business hours are 9:00 a.m. to 5:00 p.m. P.T., Monday through Thursday, and 9:00 a.m. to 6:00 p.m. P.T. on Friday. We may offer Saturday hours at some branch locations. Branch hours and holiday schedules may be obtained through our website (www.lafinancial.org) or by contacting the Credit Union at 800-894-1200.
2. "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, checking or share drafts, ATM services, online banking services, and other electronic fund transfer services.
3. A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which I owe, for whatever reason, to the Credit Union.
 - (i) For loans: the pecuniary 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.
 - (ii) For shares: the pecuniary loss is defined as the negative balance in the share account written off as uncollectible.

4. "Abusive behavior" includes, but is not limited to, any of the following conduct:
- (i) Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
 - (ii) 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.
 - (iii) Fighting, kicking, or other physical harm or attempted harm or abuse 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.
 - (iv) Cursing or other abusive or vulgar language directed towards a Credit Union member, employee, or volunteer engaged in Credit Union business. For example:
 - Using profane, abusive, intimidating, or threatening language.
 - (v) 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.
 - (vi) 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.
 - (vii) Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
 - (viii) Uncivil conduct or failure to maintain satisfactory or harmonious business relationships with other members, employees, and volunteers at the Credit Union
 - (ix) 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.
 - (x) Any posting, defacing, or removing notices or signs on Credit Union premises or writing on Credit Union bulletin boards without management authorization.
 - (xi) Appropriation or misappropriation of Credit Union funds, property, or other material proprietary to the Credit Union.
 - (xii) Immoral conduct or indecency on Credit Union premises.
 - (xiii) Deliberate or repeated violations of security procedures or safety rules.
 - (xiv) Any other act which endangers the safety, health, or well-being of another person or which is of sufficient magnitude that 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 deemed as "abusive" by the Credit Union.

5. "I fail to comply with the terms and conditions of any lawful obligation with this Credit Union" when:
- (i) For loans: I fail to make a required payment due on my Credit Union loan obligation within a reasonable period of time after its due date or breach any other term or condition of the applicable loan agreement.
 - (ii) For savings and checking accounts: if transactions and fees on the account result in a negative balance and I fail to promptly deposit funds to return the account to a positive balance.

POLICY

I acknowledge and agree that the availability of member services for members who are "not in good standing" with this Credit Union shall 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 of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
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, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
5. Taking any other action deemed appropriate under the circumstances that is not precluded by the Federal Credit Union Act, NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.

I 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 a particularly abusive incident, I acknowledge and agree that I may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.

These limitations shall not prohibit me from exercising my rights under federal or state law or regulation.

ARBITRATION OPT-OUT

I have the right to opt-out (i.e., reject) the Binding Arbitration and Consent Agreement found on page 1 of this Agreement and Disclosure using any of the methods described below:

Opt-Out in Person: I may opt-out in person by signing this form below and returning it to any of your branch offices.

Opt-Out by Mail: If opting-out by mail, I will sign this form and mail it to:

LA Financial Federal Credit Union
PO Box 6015
Pasadena, CA 91102

Opt-Out by Telephone: To opt-out by telephone, I will call you at (800) 894-1200 during business hours.

IMPORTANT: Regardless of opt-out method, I must opt-out (meaning that I must present or mail the signed form or call you at the phone number above) within 30 days after I first receive and/or execute this Agreement and Disclosure. Opting out of this arbitration provision shall not terminate the Agreement and Disclosure or otherwise affect, in any way, any of the other rights and obligations of the parties hereto under the terms of the Agreement and Disclosure.

SIGNATURE

I hereby elect to OPT-OUT of the Binding Arbitration Consent and Agreement set forth in the attached Agreement and Disclosure. I understand and agree that the Binding Arbitration Consent and Agreement section of the Agreement and Disclosure shall not apply to me, but that all other terms, conditions, and provisions of the Agreement and Disclosure will continue in full force and effect.

Member Name

Account Number

Member Signature

Date

FOR CREDIT UNION USE ONLY

LAFFCU Officer

Date