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Truth-In-Savings Disclosure & Agreement

PLEASE KEEP THIS BROCHURE FOR YOUR RECORD

Effective July 21, 2011

This Disclosure supersedes all Disclosures prior to the effective date shown above.

TRUTH-IN-SAVINGS DISCLOSURE AND AGREEMENT

General Membership Information
General Disclosures Applicable to All Accounts
Primary Share Accounts
Money Market Accounts
Special Share Savings Accounts
Vacation Club and Holiday Club Accounts
IRA Accounts
Share Draft (Checking) Accounts
Certificate Accounts
Terms and Conditions Applicable to Pay-On-Death Designations
Terms and Conditions Applicable to All Custodial Accounts Under UTMA
Terms and Conditions Applicable to All Fiduciary Accounts
Disclosure of Delayed Availability of Deposited Funds

In the following Truth-in-Savings disclosure and Agreement, the words "You," "Your," and "Yours" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing an Account signature card for each respective Account and the Credit Union Membership Agreement. The words "We," "Us," "Our," and "Credit Union" mean CALCOM FEDERAL CREDIT UNION. The word "Account" or "Accounts" mean your savings (share), checking (share draft), money market, or any certificate account as set out in this booklet or any account agreement with the Credit Union as the context indicates.

These disclosures are presented for your information and are accurate as of the date shown on the cover. Further, the Schedule of Fees and Charges is incorporated herein by reference. We have the right to change the terms and conditions or amend these disclosures, agreements, and the Schedule of Fees and Charges from time to time. You will receive 30 days advance notice of changes where required by law. You may always obtain more information by calling the Credit Union at (310)371-4242 or visiting our website at <u>www.calcomcu.org</u>.

TRUTH-IN-SAVINGS DISCLOSURE GENERAL MEMBERSHIP INFORMATION

ACCRUAL OF DIVIDENDS ON NON-CASH ITEMS: Dividends begin to accrue on the business day you deposit non-cash items (e.g., checks) to your Account if deposited before the close of business or on the next business day if deposits are made after the close of business

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

DIVIDEND CALCULATION: For all Accounts, we compute the balance to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your Account(s) at the close of business, each day.

TIER RATE: On all Dividend bearing Accounts, excluding Certificate Accounts, the Dividend Rate and Annual Percentage Yield (APY) is tiered. A tier is a range of Account balances; different Rates and APYs may apply to a different tiers. When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that the first the higher or lower level. This prace is an Account balance. 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 dividend Rate Sheet will show current Rates, APYs and tiers.

BYLAWS: Our bylaw, which we may amend from time to time, establish basic rules about BYLAWS: Our bylaw, which we may amend from time to time, establish basic rules about our Credit Union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing for required

MINIMUM BALANCE REQUIREMENTS FOR ALL ACCOUNTS: You must maintain a minimum of one full regular share as a condition of continued membership in the Credit Union

COLLECTION COSTS: You agree that we may collect any amount you may owe us under this Truth-in-Savings Disclosure and Agreement, and any Accounts you may open with us, and you further agree to pay to us all reasonable expenses we incur, including but not limited to, court, mediation, and arbitration costs, and our attorneys' fees for enforcing any rights we may have under this Truth-in-Savings Disclosure and Agreement and under any Accounts you may have with us.

GENERAL DISCLOSURES APPLICABLE TO ALL ACCOUNTS

- 1. All Accounts are not transferable except as provided in 12 CFR, Part 204. For all Accounts except Checking Accounts, you may not make more than six (6) withdrawals and/or transfers by means of a preauthorized transfer, automatic transfer, or telephonic order or instruction to another Credit Union Account of yours.
- Our delay in enforcing any of the terms and conditions set out in any of the agreements or disclosures in this booklet shall not prohibit us from enforcing such terms and conditions at a later date.
- We reserve the right upon 30 days written notice to change any provision or establish new provisions to any of the agreements or disclosures in this booklet.
- We may endorse checks or drafts for you that we receive for deposit to your Account(s).
- 5. We are not responsible for items lost while not in our possession.
- We will deliver all statements and other notices only to the person whose signature appears first on the Account Signature Card. If you have signed up to receive your statement electronically through Online Banking, your statement will be available to you within approximately the first week of each month on our Online Banking site. You agree to exercise reasonable care and promptness examining your statements and must promptly notify us of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. We will not return your canceled checks in the statement. If you need a copy of a canceled check you may obtain one by using Online Banking and printing a copy of a cancered check you may obtain one by using Online Banking and printing a copy of the check or by calling us at (310) 371-4242. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if we: 1) suffer a loss on the item because of your failure or 2) we pay another item presented by the same wrongdoer if because of your failure or 2) we pay another item presented by the same wrongdoer if the payment was made before you properly notified us. Notification must be within 30 days of the date of the statement. If you fail to uphold your duties but you can prove that we 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 us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within one (1) year after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.
- We or you may terminate an Account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. In addition, if we receive written notice

from any owner that withdrawals, in accordance with the terms of the Account(s), should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one owner and there is a conflict among you, we may require the signatures of all owners on any orders. Such written notice(s) shall become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

- We reserve the right to close any Account(s) discovered to be deliberately manipulated to our detriment and/or your membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions that have no apparent business reason other than to take advantage of Regulation CC hold periods and/or "interest float" to our
- The availability of member services for members who engage in threatening, abusive, disruptive, obscene, harassing, or illegal behavior, or otherwise injures any person or damages any property while on Credit Union premises or at any Credit Union function darliages any property while on Credit Onion premises of at any Credit Onion function may be limited. You shall be permitted to maintain a dividend bearing Savings (share) Account with the Credit Union and shall be permitted to vote at annual meetings subject to bylaws and policies of the Credit Union. In the event you have limited access to member services due to threatening, abusive, disruptive, obscene, harassing, or illegal behavior, or otherwise injure any person or damage any property while on Credit Union premises or at any Credit Union function, the Credit Union's Executive Management, at their sole discretion, may limit further contact with the Credit Union to written communication through U.S. mail only, or other remote access device designated by the Credit Union. This limitation shall not prohibit you from exercising your rights under federal or extended or regulation. federal or state law or regulation.
- 10. We may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that Account. Any payment made on your Account by us in good faith and in reliance on the terms and conditions of any agreement or disclosure in this booklet and the Account Signature Card shall be valid and discharge us from liability.
- 11. We reserve the right to require you to give not less than 7 and up to 60 days written notice of your intention to withdraw funds from any Account except Checking Accounts.
- 12. You understand and agree that Individual, Joint, Trust, and Pay-on-Death Accounts are subject to the California Multiple Party Accounts Law, Part 2 of Division 5 of the California Probate Code, as now in effect or hereafter amended.
- 13. 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 Signature Card(s). A new Account number will be assigned each time an Account is opened or closed and reopened. For all Account(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 an Account(s) with multiple
- 14. Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge us from any liability.
- You agree to notify us promptly of any change of address. You may notify us in person at any one of our branches or by sending a written and signed notice to Calcom Federal Credit Union, 20723 Hawthorne Blvd., Torrance, CA 90503, or by accessing your Account through Online Banking. You are required to keep us informed of your current
- All non-cash payments shall be credited on the day of deposit subject to final payment. Your right to withdraw the funds represented by certain checks, savings, or other items you deposit may be delayed. You will be notified if your rights to withdraw will be delayed. Please refer to the Credit Union's Disclosure of Funds Availability Policy in this booklet for further details.
- 17. All Accounts are subject to our Schedule of Fees and Charges, which is incorporated by this reference. We shall debit such charges, including check printing costs, against any Savings Account or Checking Account or CashAccount Line of Credit Account you own (including Accounts on which you are a joint owner) except your IRA Accounts without prior notice to you. If there are insufficient funds available in your Checking Account or Savings Account, the funds available under the CashAccount Line of Credit Loan Account may be used to pay service charges or fees. The charges are payable on demand and, for Checking Accounts, will be treated as an overdraft.
- You agree that we will not be responsible for any damages you incur in the event you deposit an item with us that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by you or a prior endorser
- 19. California law provides that inactive account balances must be turned over to the State (escheated) after a period of 3 years if you have not:
 - Increased or decreased the amount of any of your Account(s) with us, excluding dividend posting; or
 - Corresponded in writing or electronically with us concerning any of your Accounts with us; or
 - Otherwise indicated an interest in any of your Accounts with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice. To recover funds turned over to the State, you must file a claim with the State.

- We reserve the right to require that withdrawals made from your deposit Accounts be made in minimum amounts as established from time to time by Board policy.
- We may, but are not obligated to, transfer funds from your Share Account(s) or Loan Account(s) on your written or oral request. You 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. You agree that any such transfer(s) shall be in the exact

amount authorized and will be processed only on our "business days." 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 may occur when sufficient funds become available.

- 22. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member Accounts at the Credit Union.
- 23. We retain and will furnish to you, if requested, copies of certain records pertaining to your Account(s), these records will be available to you for the time required by law. You agree to pay applicable fees as listed in our Schedule of Fees and Charges for those copies.
- 24. In the event that a cashier's or teller's check is lost or stolen, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement in a form acceptable to us and we must have a reasonable time to act thereon. You further understand that Declaration of Loss and Claim for Reimbursement is not enforceable until the later of 1) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to us, or 2) the 90th day following the date of the cashier's or teller's check. You agree to indemnify us for any loss or claim occasioned by our attempting to, or making, your stop payment.
- 25. You authorize us to gather whatever credit, account, or employment information we consider appropriate from time to time. You understand this will assist us, for example, in determining your initial and ongoing eligibility for your Account(s). You authorize us to give information concerning our experience with you to others.
- 26. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TiN) for all Accounts. Accounts opened without a correct TIN will be non-interest bearing accounts. However, a correct TIN may still be required for certain transactions. For additional information on this requirement, please read "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." For additional information on this requirement please refer to IRS publication form W-9.
- Member Accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund (NCUSIF).
- 28. In the event that a negative balance is created in any of your Share Account(s) or Checking Account(s) (whether due to ATM or Debit Card activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) you understand and agree that we may transfer funds, now held or hereafter held by you, to such Account from any other Share Account or Checking Account (excluding IRA Accounts), including Accounts upon which you are a joint owner, in an amount equal to the negative Account balance.
- 29. You must be a member in good standing to maintain any Account.
- 30. If there is more than one owner, all agree with each other and with us that all sums now paid in on shares or hereafter paid in on shares by any one or all Account owners including all dividends thereon, if any, are and shall be owned by all Account owners jointly and equally regardless of their net contributions, with a right of survivorship and regardless of their net contributions all funds shall be subject to withdrawal or receipt by any of the Account owners or the survivors of any of any of the Account owners. Any such payment shall be valid and shall discharge the Credit Union from any liability.
- 31. We are not obligated to inquire as to the source of funds received for deposit to a joint Account or to inquire as to the proposed use of any sums withdrawn from the Account for the purpose of establishing net contributions.
- No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
- 33. You may pledge any or all of the shares on deposit in any Account (except IRAs) as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of share by any one of you shall be binding on all of you.
- 34. The California Financial Code grants us a statutory lien on all shares and deposits held by you in the Credit Union, including dividends and earnings paid on such shares and deposits. We may use these funds to satisfy any debt or obligation you have to us to the extent of any delinquency.
- 35. Unlawful Internet Gambling: In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your Account. Restricted transactions are transactions in which a person or business accepts proceeds in connection with unlawful internet gambling.

PRIMARY SHARE ACCOUNT

Our Share Accounts let you deposit your money in an Account and withdraw your money at your convenience.

DIVIDEND RATE INFORMATION: The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your Account as determined by the Credit Union Board of Directors.

COMPOUNDING AND CREDITING: Dividends will be compounded every month. Dividends will be credited to your Account every month. If you close your Account prior to dividend posting, you forfeit all accrued dividends for that month.

DIVIDEND POSTING PERIOD: For this Account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31 All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending day of the dividend period, and for the example above is February 1.

MINIMUM BALANCE REQUIREMENTS: The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

TRANSACTION LIMITATIONS: During any month, you may not make more than six (6) withdrawals or transfers from this Account to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to closure by the credit Union.

MONEY MARKET ACCOUNTS

DIVIDEND RATE INFORMATION: The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your Account as determined by the Credit Union Board of Directors.

COMPOUNDING AND CREDITING: Dividends will be compounded every month. Dividends will be credited to your Account every month. If you close your Account prior to dividend posting, you forfeit all accrued dividends for that month.

DIVIDEND POSTING PERIOD: For this Account type, the dividend posting period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending day of the dividend period, and for the example above is February 1.

MINIMUM BALANCE REQUIREMENTS: The minimum balance required to open this Account is \$5.00. You must maintain a minimum daily balance of \$2,500.00 in your Account each day to obtain the disclosed annual percentage yield.

TRANSACTION LIMITATIONS: During any month, you may not make more than six (6) withdrawals or transfers from this Account to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to closure by the credit Union.

SPECIAL SHARE SAVINGS

DIVIDEND RATE INFORMATION: The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your Account as determined by the Credit Union Board of Directors.

COMPOUNDING AND CREDITING: Dividends will be compounded every month. Dividends will be credited to your Account every quarter. If you close your Account prior to dividend posting, you forfeit all accrued dividends for that quarter.

DIVIDEND POSTING PERIOD: For this Account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31 All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending day of the dividend period, and for the example above is April 1.

MINIMUM BALANCE REQUIREMENTS: The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

TRANSACTION LIMITATIONS: During any month, you may not make more than six (6) withdrawals or transfers from this Account to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to closure by the Credit Union.

VACATION CLUB AND HOLIDAY CLUB ACCOUNTS

DIVIDEND RATE INFORMATION: The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your Account as determined by the Credit Union Board of Directors.

COMPOUNDING AND CREDITING: Dividends will be compounded every month. Dividends will be credited to your Account every quarter. If you close your Account prior to dividend posting, you forfeit all accrued dividends for that quarter.

DIVIDEND POSTING PERIOD: For this Account type, the dividend posting period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending day of the dividend period, and for the example above is February 1.

MINIMUM BALANCE REQUIREMENTS: The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

TRANSACTION LIMITATIONS: During any month, you may not make more than six (6) withdrawals or transfers from this Account to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to closure by the Credit Union.

IRA ACCOUNTS

DIVIDEND RATE INFORMATION: The dividend rate and annual percentage yield (APY) may change every dividend period. We may change the dividend rate for your Account as determined by the Credit Union Board of Directors.

COMPOUNDING AND CREDITING: Dividends will be compounded every month. Dividends will be credited to your Account every month. If you close your Account prior to dividend posting, you forfeit all accrued dividends for that month.

DIVIDEND POSTING PERIOD: For this Account type, the dividend posting period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending day of the dividend period, and for the example above is February 1.

MINIMUM BALANCE REQUIREMENTS: The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

TRANSACTION LIMITATIONS: During any month, you may not make more than six (6) withdrawals or transfers from this Account to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your Account will be subject to closure by the Credit Union.

SHARE DRAFT (CHECKING) ACCOUNTS

We offer a checking account which lets you withdraw your money and write checks against your Account at your convenience. The minimum balance required to open this account is \$5.00

- By signing a Membership Agreement or Signature Card you authorize us to establish a Checking Account. We are authorized to recognize any of the signatures subscribed to the Checking Account Signature Card for the payment of funds or the transaction of any business for the Account.
- We are authorized to pay checks signed by any person who signs the Checking Account signature card and the payments will be charged against the Account.
- The Credit Union will automatically transfer funds from Account(s) you designate at the time of opening a Checking Account to cover overdrafts.
- Only CALCOM FEDERAL CREDIT UNION checks, or other methods approved by us, may be used to withdraw funds from the Checking Account.
- Except for negligence, we are not liable for any action we take regarding the payment or non-payment of a check.
- 6 . We are under no obligation to pay a check the date of which is more than six months old. We are under no obligation to hold a post-dated check, unless you give us notice describing the check with reasonable certainty and unless the notice is received by us at such a time and in such a manner as to afford us a reasonable opportunity to act upon it; otherwise, we reserve the right to process every item presented as if dated the same date received by us or our check processor.
- 7. You shall be liable for such service charges and fees that we may impose for returned items written against insufficient funds, written against closed Accounts, returned items deposited into the Account, and for other services in accordance with our Schedule of Fees and Charges, such as check printing.
- 8. All requests that payment of a check be stopped must be provided to us in such form as we may establish and as required under the California Uniform Commercial Code. A fee in an amount established by us shown in our Schedule of Fees and Charges may be charged for each stop payment request.
- A photocopy of a paid check is available for 7 years from the date the check was paid by us. A fee may be charged as provided in our Schedule of Fees and Charges. The first two copies from each statement period that you request are free.
- 10. You agree that when paid, all checks become the property of the Credit Union and that checks are truncated and will not be returned with the periodic statement of this Account or otherwise
- 11. This account does not pay dividends.
- No transaction limitations apply to any Checking Account unless otherwise stated in the "General Disclosures Applicable to All Accounts" section of this booklet.
- Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
 - · Pay for Purchases
 - · Pay bills
- 14. To make processing faster, federal law permits banks and credit unions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

If you believe that you have suffered a loss relating to a substitute check that you received that was posted to your Account, please contact us at 1053 W. Sunset Blvd., Los Angeles, CA 90012, 800-300-9728 or www.wpcu.org. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

CERTIFICATE ACCOUNTS

Our Certificate Accounts let you deposit your money for a specified period of time.

Rate of Information:

You will be paid this rate until first maturity.

Compounding frequency - Dividends will be compounded every month.

Crediting frequency - Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly.

Minimum balance requirements:

The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place a noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can withdraw dividends accrued in the term before maturity of that term, subject to penalty. You can withdraw dividends anytime.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) - If your account has an original maturity of one year or less: The penalty we may impose is the lesser of:

- All dividends earned on the amount withdrawn (or seven days dividends on the amount withdrawn if earned dividends are less than seven days dividends), or
- 90 days dividends on the amount withdrawn.

If your account has an original maturity of more than one year: The penalty we may impose is the lesser of:

- All dividends earned on the amount withdrawn (or seven days dividends on the amount withdrawn if earned dividends are less than seven days dividends), or
 - 180 days dividends on the amount withdrawn.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

TERMS AND CONDITIONS APPLICABLE TO PAY-ON-DEATH DESIGNATIONS

If you have made a pay-on-death (P.O.D.) designation on any Account, all sums are payable on request to you during your lifetime and upon your death to your designated P.O.D. payee(s) or 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 to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.

TERMS AND CONDITIONS APPLICABLE TO ALL CUSTODIAL ACCOUNTS UNDER UTMA

1. The trustee/custodian is opening an Account as custodian for the minor named on the signature card or Certificate under the California Uniform Transfers to Minors Act (UTMA). The transfer of money to the minor named on the signature card or Certificate, which transfer shall be deemed to include all dividends and any future additions thereto, is irrevocable and is made in accordance with and to include all provisions of the UTMA now in effect or as it may hereinafter be amended.

- You acknowledge that by signing the UTMA Signature Card or Certificate you have received the funds deposited to the account as custodian for the minor named herein under the LITMA
- The successor custodian named in the Signature Card or Certificate, if any, shall serve if you should be unable to act as custodian because you resign, die or become legally incanacitated

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS

- If you are duly appointed and acting in the fiduciary capacity as an Executor/Executrix, Administrator/Administratrix, Guardian or Conservator and if you give us instructions to transact business on any Account for which you are a fiduciary, you represent that you are authorized and empowered to transact business of that character.
- If you open a fiduciary Checking Account with us, you agree that the Account shall be governed by the terms of this Account Agreement as well as the terms of the Checking Agreement.
- 3 . If the fiduciary Account is blocked, you agree that you shall file with the Court a written receipt including the agreement with the Credit Union that the money in the Account, including any earnings thereon, shall not be withdrawn except upon court order.

DISCLOSURE OF DELAYED AVAILABILITY OF DEPOSITED FUNDS

A hold may be placed up to the maximum number of days allowed by regulation. Our policy is to make funds from your cash and check deposits available to you on the first business day after we receive your deposit. Electronic direct deposits will be available on the effective date of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other transactions on your account.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit on a business day that we are open, Monday through Friday between 8:00 a.m. and 5:00 p.m., we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day or on a day we are not open, or after 5:00 p.m. on a business day we are open, we will consider that the deposit was made the next business day we are open.

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after your deposit. Depending on the type of check that you deposit, funds may not be available up to the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after your deposit is made.

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

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

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

- This is a new Account
- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your Account repeatedly in the last 6 months
- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than up to the seventh business day after the day of your deposit, depending on the type of check you deposit.

SPECIAL RULES FOR NEW ACCOUNTS: If you are a new member, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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 of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U. S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available by the seventh business day after the day of your deposit.

If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it, in accordance with our Disclosure of Delayed availability of Deposited Funds.

If we accept for deposit a check that is drawn on another institution, we may make the funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. 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 that you deposited.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines.

