

**Regular Share Savings**

This account requires \$5.00 to open. The minimum balance must never fall below \$5.00. This \$5.00 is your share and vote in the credit union.

- ◆ Every member must maintain a Regular Share Savings Account.
- ◆ Dividends are paid on the last day of the month and compounded monthly. The first dividend period begins January 1 and concludes on December 31. All other dividend periods follow this pattern.
- ◆ There is no penalty for withdrawal of funds, except the loss of dividends.
- ◆ Government Regulation D limits this account to 6 withdrawals and transfers, or a combination of such withdrawals and transfers, per calendar month, by means of a preauthorized or automatic transfer, overdraft transfer, or telephonic agreement, or order of instruction. However, unlimited ATM withdrawals and over-the-counter withdrawals are permitted.
- ◆ Rates on this account are variable, and therefore subject to change at any time at the discretion of the Board of Directors.
- ◆ Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.

**General Disclosure:**

**Cabrillo Credit Union, Sharp Credit Union, and Carlsbad City Credit Union are the same credit union, all owned and operated by Cabrillo Credit Union.**

**STATEMENTS**

You will receive a descriptive statement of your checking account for each month. Savings share statements are sent quarterly. However, an ATM, or electronic transaction will initiate a statement at the end of the pertinent month. Inactive savings accounts will receive statements annually. All Share Certificates and Individual Retirement Accounts will receive quarterly statements. If your statement is in error call us at (858) 547-7400, or write to:

Cabrillo Credit Union  
P.O. BOX 261169  
San Diego, CA 92196

Please notify the Credit Union as soon as possible if any error is suspected. Errors must be reported within 30 days after receiving the first statement on which the error or problem occurred.

If you move, please notify the Credit Union in writing of your change of address.

**E-STATEMENTS**

You may elect to receive your statement electronically. If you do so, you will no longer receive a statement via mail. By agreeing to receive your statements electronically, you permit the credit union to send all legally required disclosures/notices electronically. Electronic statements can be viewed through eBranch and are generally available the first business day of the month.

**UNCLAIMED PROPERTY LAW - CALIFORNIA**

1. State law requires us to turn over any inactive deposit account to the State. Credit Union shares - Conditions of Escheat to California:
  - a. Member's last known address is in California, or a corresponding state listed with the State of California.
  - b. No member address is shown on the Credit Union's records, and the member's last known address is in California, or member is domiciled in California, or
  - c. Member's address is in another State, and the Credit Union's principal place of business is in California, and the State in which the member resides does not escheat that item, or
  - d. Member's last known address is in a foreign nation and the Credit Union's principal place of business is in California.
2. Credit Union shares and accumulated dividends earned thereon will escheat to the State Controller if any one of the conditions mentioned in Section 1 are met and if the member for more than three (3) years has not
  - a. Increased or decreased the amount of deposit, or
  - b. Corresponded in writing with the Credit Union indicating an interest in the shares, or
  - c. Has not otherwise indicated an interest which is evidenced by a memorandum or other record on file with the Credit Union.
3. In the event the Credit Union needs to take action to notify you about an inactive account, a fee will be charged to the account.

**ELECTRONIC FUNDS TRANSFER**

This section governs the use of Electronic Fund Transactions (EFT). Included in this are the Credit Union's Debit Card, ATM Card, eBranch, Mobile Banking, Bill Payment, EZ Deposit, and TellerPhone. When you request an ATM/Debit card or eBranch/TellerPhone code and use or allow others to use the card or code, you agree to the following terms:

**RULES FOR USE**

By use of an ATM/Debit card with your personal identification number in a participating terminal, you authorize us to make deposits, withdrawals and transfers into or from your checking account and/or regular savings account in accordance with instructions given to the machine. All ATM/Debit card transactions are covered by our rules and regulations governing accounts. You may not use your ATM/Debit card for any illegal activity/transaction.

## **DEPOSITS**

As a credit union member, you may make deposits at any CO-OP ATM which accepts deposits. If you make a deposit at an ATM by 3:00 PM Monday – Friday, your deposited funds will generally be made available after 5 business days. Longer delays may apply (see Availability of Funds). For your protection, **DO NOT DEPOSIT BONDS**. To ensure expedited processing, be sure to endorse all checks deposited at an ATM exactly as they are drawn. Improper/Lack of endorsement will cause a delay in the deposit, and you will incur a fee.

## **ACCESS CARDS**

All ATM/Debit Cards are non-transferable and belong to the Credit Union. We may cancel, modify and restrict the use of any ATM/Debit Card upon proper notice or without notice if your account is not maintained properly, or where necessary to restore security of your accounts.

## **PERSONAL IDENTIFICATION NUMBER**

This number should be memorized. **DO NOT WRITE IT ON THE ATM/DEBIT CARD OR ITS PROTECTOR**. After memorizing it, destroy any written record of your number. If you forget the number, contact one of our branches and a new personal identification number (PIN) will be issued to you. If you give your PIN to someone else, they become an authorized user of the card.

## **TELLERPHONE, BILL PAYMENT, MOBILE BANKING & EBRANCH ACCESS**

You may access TellerPhone, eBranch and/or Bill Payment with a personal access code. This code can be personally selected upon the credit union's receipt of your request. You must have a valid email address on file with the credit union to access Bill Payment, Mobile Banking, and/or eBranch.

## **ATM TRANSACTIONS AVAILABLE**

- ◆ Withdraw cash from your checking and regular savings account.
- ◆ Make deposits to your checking and regular savings account (at some CO-OP machines only).
- ◆ Pay for purchases at participating vendors through your checking account.
- ◆ Transfer funds between your checking and regular savings accounts.
- ◆ Obtain a cash advance from your Cabrillo MasterCard.
- ◆ Perform balance inquiries.
- ◆ You will be denied ATM privileges if you have a delinquent Credit Union loan.
- ◆ You **MAY NOT** make loan payments.

## **LIMITATIONS ON ATM/DEBIT CARD TRANSACTIONS**

When the ATMs are on line with the ATM network's computer, you can withdraw up to a maximum of \$1,000 per day, depending upon your relationship with the credit union. **Star 1**=maximum of **\$300 ATM**, or **\$350 point of sale**; **Star 2**=maximum of **\$500**; **Star 3**=maximum of **\$600**; **Star 4**=maximum of **\$800**; **Star 5**=maximum of **\$1,000**. When the ATMs are not on line, cash withdrawals are limited to \$305 per day via the ATM and \$355 for point of sale purchases with a PIN. If your cash withdrawal exceeds the funds in your account, you authorize us to make a cash advance from your previously established line of credit or any other account on which you are an owner. If no money is available, you must repay upon our immediate request, any overdraft, in addition to any applicable service charges and reasonable attorney fees if incurred. The Credit Union cannot honor stop payment requests on your Debit Card transactions. You do not have the right to order the Credit Union to stop payment on any such transactions.

## **DEBIT CARD TRANSACTIONS AVAILABLE**

- ◆ A transaction initiated with your debit card is an order by you to debit your checking account and is subject to all rules applicable to that account. You may use your MasterMoney Debit Card at any MasterCard merchant location to purchase goods and/or services.
- ◆ Obtain cash advances at financial institutions which accept MasterCard. The advance will be deducted from your checking account.

## **PAYMENT OF DEBIT CARD TRANSACTIONS**

Use of your MasterMoney Debit Card to make payments, purchases, or to obtain cash withdrawals from merchants, financial institutions, or others who honor the MasterMoney Debit Card, is an order by you for the withdrawal (or by anyone else you authorize to use the Debit Card) and will be charged to your checking account. The Credit Union may charge withdrawals to your checking account in any order it determines; and if the account balance is not sufficient to cover all withdrawals, the Credit Union may pay card withdrawals and dishonor checks.

## **DEBIT CARD AUTHORIZATIONS**

Your MasterMoney Debit Card can be used at any merchant or financial institution displaying the MasterCard logo. An authorization will generally be granted based on the available balance in your checking account.

## **DEBIT CARD OPTION**

- ◆ You may enroll in the credit union's overdraft service for your Cabrillo Debit Card. This service will generally allow you to overdraw your checking account via a debit card, for a fee. You must bring your account current upon demand. An authorization will be granted based on the available balance in your checking account at the time of the request. Having the Debit Card Option does not guarantee the authorization of an overdraft. Requesting or declining Debit Card Option will not affect how we pay other types of transactions, including checks and electronic transactions. For transactions processed through the MasterCard® network (selecting credit at the merchant), before the transaction posts to your account the system will use the Overdraft Protection you have available to pay the transaction. If funds are not available through Overdraft Protection, we

will still pay the item and charge a Debit Card/ATM Overdraft fee. For transactions processed at a merchant using a PIN, the system will use the Overdraft Protection available to approve the transaction. If there are no funds available via Overdraft Protection and you have the Debit Card Option, the transaction will be approved and a fee will be assessed. For ATM transactions), the system will NOT look to any pre-established Overdraft Protection. Instead the transaction will be approved and you will be assessed a \$25 fee.

- ◆ **LIMITATIONS TO THIS SERVICE:** This service may be revoked by the credit union or you at any time. Having this option on your account does not guarantee a transaction will be paid/authorized. If you are enrolled in the Debit Card Option program, the credit union will generally allow you to overdraw your checking account up to \$500; however there may be occasions when the account will be overdrawn for more than \$500.
- ◆ **CHANGE IN DESIGNATION:** You may change your designation with the Debit Card Option program via eBranch or by telephoning us at 858-547-7400 during business hours.

### **FOREIGN TRANSACTIONS**

If you effect a transaction with your Cabrillo Debit Card in a currency other than U.S. dollars, MasterCard International will convert the charge into U.S. dollars with its currency conversion procedure. Currently, the conversion rate is generally a government mandated rate, or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established by MasterCard International. The rate used on the processing date may differ from the rate on the purchase date or posting date. All signature based foreign transactions made with your Cabrillo Debit Card will include a 1% fee.

### **TELLERPHONE TRANSACTIONS AVAILABLE**

- ◆ Transfer money within the same Cabrillo account.
- ◆ Transfer money to another previously established account at Cabrillo.
- ◆ Withdraw money from your account in the form of a check payable to the account owner(s).
- ◆ Transfer money to a loan within the same account.
- ◆ Balance and history information.
- ◆ Transfer from line of credit to related sub accounts.
- ◆ Fax a statement.
- ◆ Request a copy of a paid check.
- ◆ Place a stop payment on an item.

### **LIMITATIONS ON TELLERPHONE TRANSACTIONS**

Regulation D limits transactions from your Regular Share Savings account when accessing it via the telephone. You are limited to 6 withdrawals/transfers per calendar month. When the system is down, no transactions/inquiries are available.

### **MOBILE BANKING TRANSACTIONS AVAILABLE**

- ◆ Transfer money between shares/loans within the same Cabrillo account.
- ◆ Transfer money to another previously established account at Cabrillo.
- ◆ Transfer money to any Cabrillo member when you provide the member's name and account number.
- ◆ Balance and history information.

### **ADDITIONAL EBRANCH TRANSACTIONS AVAILABLE**

The Credit Union's eBranch product is a secure manner to communicate with the credit union. eBranch is secured with the highest bit possible. In order to utilize this service, cookies must be enabled on your personal computer. eBranch allows you to perform all of the transactions available via the TellerPhone, in addition to the following:

- ◆ Obtain rate information
- ◆ Message the Credit Union
- ◆ Review Frequently Asked Questions (FAQs)
- ◆ View a copy of a paid check
- ◆ View your statement
- ◆ Transfer to pre-established accounts at other institutions

### **BILL PAYMENT**

Upon your request, you may take part in the Credit Union's bill payment program. You may make payments through this service to any business, or any non-business for purposes you deem necessary. Payments can be selected as Monthly Recurring or On-Demand. Monthly recurring payments allow you to establish monthly withdrawals for ongoing payments, such as mortgage payments. On-Demand payments are set up in advance, but you initiate the payment. On-Demand payments are typically used for bills in which the date and/or amounts fluctuate.

- ◆ Payments may be made only to Payees in U.S. Dollars.
- ◆ This service is for personal purposes only. This service is not designed for business or commercial purposes. You are obligated to reimburse the Credit Union for any loss incurred as a result of your use of this service for business or commercial purposes.
- ◆ You must provide the bill payment service provider with sufficient information regarding each Payee, which will include the Payee's name, payment address as shown on the invoice, member service telephone number and your account number with the payee, if applicable.
- ◆ Because of the time it takes to transmit your payment to Payees, they will not receive payment on the Transaction Date. This applies regardless of whether the payment is a Recurring Payment or Future Payment. Therefore, in order to provide sufficient

time for payments to be received by your Payees, the Transaction Date for each payment should be at least 7 business days prior to the date your payment is due. The Credit Union will not be responsible for any service fee, late charge, or finance charge you may incur as a consequence of late payment, if we processed the transaction as instructed.

- ◆ The money will be debited from your checking account the morning of the date of the transaction. If the money is not available in your checking account, and you have overdraft protection, the amount will be transferred from your previously established overdraft account(s) and the bill will be paid. If the money is not available the bill will not be paid and you must reinitiate the payment.
- ◆ You may schedule an On-Demand payment to occur at a future date, as long as it is scheduled during the calendar year.
- ◆ Bill Payment Accounts remaining inactive for 60 days will be closed by the credit union.
- ◆ Questions regarding the Bill Payment Service should be directed to our toll free number **866-737-6735**.

### **RECEIPTS AND STATEMENTS**

You will be offered a receipt at the time any transaction occurs at an electronic terminal. Retain this receipt to compare with your monthly statement from the Credit Union. Your statement will reflect all checking and regular savings information. Receipts are not issued for TellerPhone/eBranch transactions, nor for entries received via the Automated Clearing House (ACH) and for EZ Deposit transactions, however each transaction will be clearly identified on your statement of account.

### **RETURNS AND ADJUSTMENTS**

Merchants and others who honor the MasterMoney Debit Card may give credit for returns or adjustments, and they will do so by initiating a credit to your checking account at the Credit Union.

### **YOUR LIABILITY**

Please notify us at once if you believe your ATM/Debit Card and/or your TellerPhone/eBranch or Bill Payment code have been lost or stolen. Telephoning is the best way to limit your liability. You could be liable for the total amount in your accounts. However, if you tell us within two (2) business days, you are liable for no more than \$50 if someone used your card or code without your authorization. If you do not tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could be liable for the total amount in your accounts, or \$500, whichever is greater. If your Debit Card is used as a check card, through the MasterCard network, without your authorization, and the following conditions are met, your liability is limited to \$0 (zero): 1) You can demonstrate you have exercised care with the card. 2) You have not reported two or more incidents of unauthorized use on the account within the preceding 12 months. 3) Your account is in good standing. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your ATM card or Bill Payment or TellerPhone/eBranch PIN has been stolen, or someone may perform unauthorized action on your account, please call (858) 547-7400 or write us at:

Cabrillo Credit Union  
P.O. BOX 261169  
San Diego, CA 92196

### **TELLERPHONE, EZ DEPOSIT, MOBILE BANKING, BILL PAYMENT & EBRANCH ACCESS**

TellerPhone, EZ Deposit, Mobile Banking, Bill Payment and eBranch operate 24 hours/day, 7 days/week.

### **EZ DEPOSIT**

EZ Deposit allows members to make a deposit by utilizing a scanner and by scanning the check. Images must be in a JPEG format with medium quality compression. Images must be at least 200dpi and the file must be under 1 MB. Deposits of foreign checks, money orders and/or third party checks are not permitted. Funds deposited via this service may have a delay in availability (see Funds Availability).

### **STOP PAYMENTS ON PRE-AUTHORIZED ELECTRONIC TRANSFERS**

Federal law requires you to notify the merchant when wishing to discontinue an electronic debit from your account. If you have notified the vendor and wish to also stop payment on the pre-authorized transaction, you will be required to sign an affidavit. We must receive your request at least 3 business days before the payment is scheduled to be made. There is a fee for this process. Write us at:

Cabrillo Credit Union  
P.O. BOX 261169  
San Diego, CA 92196

Or you may phone us at (858) 547-7400. If you contact us via phone, the request will expire in 14 days unless received in writing during the interim.

### **NOTICE OF VARYING AMOUNTS**

If these regular payments may vary in amount, the company receiving payment must inform you ten days prior to each payment, when and how much it will be.

### **LIABILITY FOR FAILURE TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFER**

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

### **LIABILITY FOR FAILURE TO MAKE TRANSFER**

If a transfer request is submitted and we do not complete the transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ✓ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ✓ If the transfer would go over the credit limit on your overdraft line.
- ✓ If the automated teller machine where you are making the transfer does not have enough cash.
- ✓ If the terminal/system was not working properly and you knew about the breakdown when you started the transfer.
- ✓ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ✓ There may be other exceptions stated in our agreement with you.

### **BUSINESS DAYS**

Our business days are Monday - Friday, with the exception of holidays. The credit union's holidays are prominently posted on the website, [www.cabrillocu.com](http://www.cabrillocu.com).

### **ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used]. You also may be charged a fee for a balance inquiry, even if you do not complete a fund transfer.

### **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, telephone us at: (858) 547-7400 or write us at:

Cabrillo Credit Union  
P.O. BOX 261169  
San Diego, CA 92196

We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- ◆ Tell us your name and account number.
- ◆ Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- ◆ Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

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

We tell you the results within 3 business days after we finish our investigation. If we decide that there was no error, we will send you an explanation. You may request copies of the documents that we used in our investigation for a fee.

### **SUBSTITUTE CHECKS**

#### What Is a Substitute Check?

To make check processing faster, federal law permits financial institutions 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.

#### **Error resolution regarding substitute checks:**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you 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 withdrawal (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 also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) 10 business days after we received your written claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your written 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 and that was posted to your account, 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 written 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/or) the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

Cabrillo Credit Union  
P.O. BOX 261169  
San Diego, CA 9219

#### **RIGHT TO OFFSET**

The Credit Union has the right to offset all overdrawn funds through any account in which the individual is a signer.

#### **ACCOUNT INFORMATION**

We will disclose information to third parties about your account:

- ◆ where necessary for the completion of transfers, or
- ◆ in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- ◆ in order to comply with government requests, a subpoena or court orders, or
- ◆ if you give us your written permission.
- ◆ in order to support your credit union services.

#### **REPORTING CURRENCY TRANSACTIONS**

We are required by government regulations to report large currency transactions to the Internal Revenue Service. This includes, but is not limited to, any exchange of money for more than \$10,000.

#### **AVAILABILITY OF FUNDS**

Our policy is to make funds from your deposit at a Cabrillo-owned branch available to you upon deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Electronic direct deposits and cash will be made available on the business day we receive the deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at one of our offices during business hours, on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after hours, or on a day that we are not open, we will consider the deposit to be made on the next business day we are open.

#### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check immediately available for withdrawal. Depending on the type of check that you deposit, funds may not be available until the seventh (7th) business day after the day of your deposit. However, the first \$200 of your deposit will generally be available on the first business day after the day of your deposit.

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 immediately, you should ask us when the funds will be available.

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

- ◆ We believe a check being deposited will not be paid.
- ◆ We re-deposit a check that has been returned unpaid.

- ◆ You have overdrawn your account repeatedly in the last 6 months.
- ◆ You deposit checks totaling more than \$5,000 on any one day.
- ◆ There is an emergency, such as failure of communications or computer equipment.
- ◆ The credit union has reasonable cause to suspect the check may not be paid.

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. In these cases, \$200 may not be made available for withdrawal on the first business day following the date of deposit.

### **Special Rules for Deposits Made at a Shared Branch or VCOM Units**

Members may make deposits at shared credit union branches, generally denoted with a Credit Union Service Center logo. Deposits of cash and cashier's checks will generally be available immediately. Other deposits will typically be available after 2 business days. Longer delays may apply, as noted above in the aforementioned section.

### **Special Rules for Deposits Made via EZ Deposit and Mobile Deposit**

Members may make deposits via EZ Deposit/Mobile Deposit 24 hours/day. Deposits made using this method will generally be made available after 2 business days. Longer delays may apply.

### **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:

- ◆ The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit.
- ◆ Funds from wire transfers into your account will be available on the day we receive the transfer.
- ◆ Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit 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 generally be available on the fifth (5th) business day after the day of your deposit.
- ◆ Funds deposited electronically and cash deposits will be available on the business day we receive the deposit.

### **Opening Deposits made online**

When opening a new account with the Credit Union online, an opening deposit may be made via a Debit/Credit Card or through ACH (the automated clearing house). Deposits will be available on the business day the credit union receives the deposit; this is generally 3 business days after the transaction is initiated.

### **ATM Deposits**

Deposits may be made at some ATMs noted with The CO-OP logo. If you make a deposit at an ATM your deposited funds will generally be made available after 5 business days. Longer delays may apply (see Availability of Funds). For your protection, DO NOT DEPOSIT CASH or BONDS. To ensure expedited processing, be sure to endorse all checks deposited at an ATM exactly as they are drawn. Improper/Lack of endorsement will cause a delay in the deposit, and you will incur a fee.

### **Endorsements**

Regulation CC addresses proper endorsement of checks. In order to insure checks are paid or returned unpaid in a timely manner, please adhere to the following endorsement standards. Payee - the payee (the person whom the check is written) is to endorse the reverse side of the check, exactly as the name appears on the face of the check. It is your responsibility to comply with this endorsement requirement.

Cabrillo Credit Union is not required to accept every check that is presented to us. We do reserve the right to refuse an item if it is post dated, stale dated, altered or questionable in nature.

### **SHARED BRANCHES & VCOM UNITS**

Generally, members may access their Cabrillo account(s) through a shared branch network. These shared branches are depicted with a Credit Union Service Center logo.

Members may make deposits, payments, and withdrawals at a shared branch. Shared Branch activity may be restricted and member's access to shared branches may be denied at any time.

Limitations on Shared Branch Activity include: withdrawals may not exceed \$500, new accounts and loans may not be opened, stop payments may not be processed, and research cannot be conducted.

Some additional fees may be charged by the outlet branch for services requested. See the outlet's posted fee schedule for specific details. See Funds Availability, above, for information regarding availability of funds deposited at a shared branch facility/VCOM unit.

### **RETURNED ITEMS**

When a check you deposited to us is returned unpaid, we will do one of the following:

- ◆ Charge your account for the amount of the check, plus collect a fee, and return the check to you. If your account is overdrawn, the check will be retained by the Credit Union until the balance owed is paid in full.
- ◆ Resubmit the check. We may place a hold on the funds in your account awaiting settlement from the paying institution.
- ◆ Collect on the deposit electronically.

## GENERAL TERMS FOR ALL ACCOUNTS

- ◆ The Credit Union reserves the right to modify, alter or change the terms of this disclosure and agreement upon thirty (30) days notice.
- ◆ The Credit Union reserves the right to cancel any or all accounts/services held by owners at any time.
- ◆ Owners shall indemnify, hold harmless and defend the Credit Union from any claim, demand or loss asserted against the Credit Union due to owner's use of Credit Union accounts.
- ◆ If any action at law or inequity is brought to enforce or interpret the provisions of this Disclosure and Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
- ◆ In the event a dispute arises under this Agreement or with respect to the obligation of either party under this Agreement, the dispute shall be submitted to binding arbitration under the rules then prevailing of the American Arbitration Association and the judgment upon the award may be entered and enforced in any court of competent jurisdiction.
- ◆ The Credit Union reserves the right to report insufficient activity to the credit reporting agencies.
- ◆ We reserve the right to limit large cash withdrawals when deemed necessary.
- ◆ The par value is \$5. If your account falls below the \$5 par, you will have 6 months to bring it up to par value or your account may be closed.
- ◆ The Credit Union may, at its discretion, require 60 days notice for withdrawals.
- ◆ Dividends are computed on the daily balance. The day in to day out dividend will calculate a dividend based on a 365-day year. Dividends begin accruing upon deposit.
- ◆ Your fingerprint will be taken at all new account openings.
- ◆ Accounts closed prior to payment of dividends will lose any accrued dividends.
- ◆ Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- ◆ Rates are determined by the board of directors and are subject to change without notification.
- ◆ The Credit Union complies with the U.S. Patriot Act and verifies the identity of all accountholders.
- ◆ Refer to the schedule of fees and service charges for current fees.
- ◆ When items are received electronically via the Automated Clearing House (ACH), the credit union processes credits first, then debits, in the order in which the debits are received.

## KEEP THIS NOTICE FOR FUTURE USE - THIS CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OUR RESPONSIBILITY

### INSURED

Your savings are federally insured to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government. For more information about insured deposits request the NCUA's brochure which outlines the National Credit Union Share Insurance Fund in detail by calling (602) 302-6000 or visiting

<http://www.ncua.gov/Resources/ShareInsurance/YourInsuredFunds.pdf>

## CHECKING ACCOUNTS

### GENERAL INFORMATION ON CHECKING ACCOUNTS:

- ◆ Paid checks become the property of the Credit Union and will not be returned to the member. A copy can be obtained. Since the actual check is not returned to you, it is suggested that you use personalized checks, which provide a duplicate copy of each check written.
- ◆ Minimum opening deposit is \$25.00.
- ◆ Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.
- ◆ The Credit Union reserves the right to close a checking account for poor maintenance or abuse, or any reason which the Credit Union deems necessary.
- ◆ Stop Payments: You may place a stop payment on any unpaid check for a minimal fee. The stop payment expires in one year. If you wish to extend this time period, you may place another request after the first one expires.
- ◆ Post-Dated Checks: We reserve the right to pay a post-dated check, even if it is presented before the date on the check. You may ask us not to pay a post-dated check before its date if the check has not already been paid. To do so, you must notify us of a stop payment to expire upon the date of the check, or in one year, whichever is less. There is a fee for this process.
- ◆ Stale-Dated Checks: If a stale-dated check is presented for payment against your account (a check dated more than six months in the past), we may pay the check and charge it to your account. If you do not want us to pay a stale-dated check, you must place a stop payment order on it.
- ◆ All owners of a checking account will be jointly and severally liable for any overdraft, fees or costs (including reasonable attorneys' fees), which may be charged against the account.
- ◆ Only checks or items approved by the Credit Union may draw against the account.
- ◆ All owners agree to pay the Credit Union a reasonable hourly fee for any audits and/or balancing done on the account at the owner's request. If an error is found that was due to a Credit Union mistake, no fee will be charged.
- ◆ The Credit Union is authorized to supply any endorsement necessary to negotiate an item tendered for this account and is thereafter relieved of any liability in connection with the collection of such item.
- ◆ All owners authorize the reporting of account information to any check or draft reporting agency.
- ◆ Rates on this account are variable, and therefore subject to change at any time.

- ◆ Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.
- ◆ Items are paid in the order in which they are received.

### **ADVANTAGE CHECKING ACCOUNT GENERAL INFORMATION**

The Credit Union requires \$25.00 to open a checking account. The Credit Union is authorized to pay any check signed by the member or any joint owner and to charge all such payments against the shares in the account. It is further agreed that the Credit Union is under no obligation to pay an item that exceeds the fully paid collected share balance in the account. However, if the member or joint submits an item that would exceed such balance and results in the account being overdrawn, the Credit Union may, at its option:

- ◆ Treat such item as a request to the Credit Union for an advance from an overdraft protection account, if established by advancing the amount required to pay the item.
- ◆ Transfer the funds from the member's MasterCard account with appropriate authorization on file with the Credit Union.
- ◆ Transfer the funds from any other share account with which the member is an owner or joint owner. There may be a fee for this process.
- ◆ Return the item "Non-Sufficient Funds" and collect a fee.
- ◆ Pay the item by overdrawing the account and collect a fee.

Members may be eligible to participate in the credit union's Courtesy Pay program. Generally members are eligible if their account receives a direct deposit and the account has been maintained in a satisfactory manner. The Courtesy Pay program allows members to overdraw their account when an item is submitted, up to the amount of their last direct deposit, or \$1500, whichever is less. In this instance, the item(s) will be paid and a fee will be assessed. Members may become ineligible to participate in this program at any time, and without notice. Members electing to not participate in this program should submit a written request to the credit union. In this case, items will be processed in one of the ways depicted above.

The Advantage Checking Account pays dividends when the daily balance is \$10,000 or more. Dividends are calculated on an average daily balance on all days in the month in which the checking account balance is \$10,000 or greater. Dividends are paid on the last day of the month and compound monthly. The first dividend period begins January 1 and concludes on January 31. All other dividend periods follow this pattern. The dividend rate is variable and may change without notification at the discretion of the Board of Directors.

### **BASIC CHECKING**

The Basic Checking Account is designed to assist members who have had a history of maintaining an insufficient checking account. The Basic Checking account does not pay dividends. If there are 3 NSF occurrences or more in a 1-month period, the account will be closed.

The Credit Union requires \$25.00 to open a checking account. The Credit Union is authorized to pay any check signed by the member or any joint owner and to charge all such payments against the shares in the account. It is further agreed that the Credit Union is under no obligation to pay a check that exceeds the fully paid collected share balance in the account. However, if the member or joint owner submits an item that would exceed such balance and results in the account being overdrawn, the Credit Union may, at its option:

- ◆ Treat such item as a request to the Credit Union for an advance from an overdraft protection account, if established. Advances will be made in the amount required to pay the item.
- ◆ Transfer the funds from the member's MasterCard account with appropriate authorization on file with the Credit Union.
- ◆ Transfer the funds from any other share account with which the member is an owner or joint owner. There may be a fee for this process.
- ◆ Return the item "Non-Sufficient Funds" and collect a fee.
- ◆ Pay the item by overdrawing the account and collect a fee.

### **THE BIG EASY ACCOUNT-GENERAL INFORMATION**

The Big Easy Account is intended to provide a service to members who enjoy utilizing current day technology to transact business on their checking account. The Credit Union is authorized to pay any check signed by the member or any joint owner and to charge all such payments against the shares in the account. It is further agreed that the Credit Union is under no obligation to pay an item that exceeds the fully paid collected share balance in the account. However, if the member or joint owner submits an item that would exceed such balance and results in the account being overdrawn, the Credit Union may, at its option:

- ✓ Treat such item as a request to the Credit Union for an advance from an overdraft protection account, if established by advancing the amount required to pay the item.
- ✓ Transfer the funds from the member's MasterCard account with appropriate authorization on file with the Credit Union.
- ✓ Transfer the funds from any other share account with which the member is an owner or joint owner. There may be a fee for this process.
- ✓ Return the item "Non-Sufficient Funds" and collect a fee.
- ✓ Pay the item by overdrawing the account and collect a fee.

Members may be eligible to participate in the credit union's Courtesy Pay program. Generally members are eligible if their account receives a direct deposit and the account has been maintained in a satisfactory manner. The Courtesy Pay program allows members to overdraw their account when an item is submitted, up to the amount of their last direct deposit, or \$1500, whichever is less. In this instance, the item(s) will be paid and a fee will be assessed. Members may become ineligible to participate in this program at any time, and without notice. Members electing to not participate in this program should submit a written request to the credit union. In this case, items will be processed in one of the ways depicted above.

Dividends are paid on all balances. The dividend rate is declared by the Board of Directors. The dividend rate is variable and may change without notification. Dividends are paid monthly and compound monthly. Dividends are paid on the last day of the month and compound monthly. The first dividend period begins January 1 and concludes on January 31. All other dividend periods follow this pattern.

You may withdraw up to \$500/day from the ATMs. In the event the ATM network is offline, ATM withdrawals are limited to \$300.

You may utilize a CO-OP® ATM as many times as you would like without incurring a fee.

You may make deposits at any CO-OP® ATM which accepts deposits. Deposits made at an ATM will be credited immediately, up to \$1,000/day. In the event you are delinquent on a credit union loan, you may not be granted immediate credit on a deposit. New accounts will not be granted immediate credit on ATM deposits. For new accounts, funds will be available after five business days. See Funds Availability for additional disclosure information.

As an electronic only account, members are permitted to make an in-branch visit once per calendar month and are permitted to contact the credit union via phone once per calendar month. Additional branch visits/calls will result in additional charges. Members are permitted to contact the credit union via branch/phone in the event of an error resolution.

### **Holiday Club**

- ◆ Dividends are posted to the Holiday Club account on the last day of each month. Holiday Club Accounts mature September 30 or October 31. The first dividend period begins the month the account is open and concludes the last day of the month. All future dividend periods use this same pattern. Dividends compound monthly.
- ◆ A minimum monthly deposit transfer of \$10.00 is required from your savings and/or checking account. You may designate an amount higher than the minimum deposit. Increases in the amount of the monthly deposit transfer can be made at any time.
- ◆ There is no penalty for withdrawal of funds, except the loss of dividends.
- ◆ No ATM access is permitted.
- ◆ Government Regulation D limits this account to 6 withdrawals and transfers, or a combination of such withdrawals and transfers, per calendar month, by means of a preauthorized or automatic transfer, or telephonic agreement, or order of instruction.
- ◆ The rate on this account is variable and subject to change at any time.
- ◆ Upon maturity, final dividends will be posted to the account and the account balance will be transferred to your savings or checking account, whichever you request. This account has no grace period.
- ◆ The monthly deposit transfer to the Holiday Club account will continue each year, provided the credit union continues to offer this account.
- ◆ Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.

### **INDIVIDUAL RETIREMENT ACCOUNTS**

The Credit Union offers Traditional IRAs and Roth IRAs. Members may choose to invest their IRA money in different investment vehicles, including a Market Rate IRA or an IRA certificate. The Market Rate account is a variable rate and permits deposits and withdrawals, subject to government regulations. This account compounds monthly and pays dividends monthly. One dollar is required to open a Market Rate account. The rate is determined by the Board of Directors and is subject to change at any time.

IRA Investment accounts are available for terms of 6 months, 12 months, 18 months, 24 months, 36 months, 48 months, and 60 months. These IRAs require \$2,000 to open. Dividend rates for IRA Certificates vary, but the rate in effect on the day you open the account remains fixed throughout the term. Rates are determined by the credit union and are subject to change at any time. Dividends are paid on the last day of the month and compounded monthly. The first dividend period begins January 1 and concludes on December 31. All other dividend periods follow this pattern.

Once a certificate is opened, no additional deposits may be made until the account matures. The maturity date is stated on the certificate. There is a 10-day grace period following the maturity of all certificates in which funds can be withdrawn or renewed. Dividends are earned during this period at the current rate, provided that the certificate is renewed with the Credit Union. Your certificate will automatically renew, unless you specify otherwise. If your Regular Share Savings account is closed, your certificate will subsequently be closed.

### **Withdrawals**

Paid dividends may be withdrawn at any time without a credit union penalty. Any funds withdrawn will not earn dividends for the current and succeeding dividend period. Withdrawals of funds representing the principal of the account are subject to penalties described below. The Annual Percentage Yield that applies to your account is based on the assumption that interest will remain on deposit until maturity. Withdrawals will reduce earnings.

### **CREDIT UNION PENALTIES FOR EARLY WITHDRAWAL FROM AN IRA CERTIFICATE**

1. If the term is one year or less, the member shall forfeit an amount equal to:
  - a. all dividends for 90 days on the amount withdrawn; or

- b. all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
- c. a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a. or b. above whichever is less, will be assessed on the entire amount in the account.

2. If the term is greater than one year, the member shall forfeit an amount equal to:

- a. all dividends for 180 days on the amount withdrawn; or
- b. all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
- c. if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a. or b. above whichever is less, will be assessed on the entire amount in the account.

IRAs are individually insured up to \$250,000 by NCUA, an agency of the federal government.

All IRAs are subject to government regulations/limitations regarding deposits, withdrawals, and disbursements.

#### **REGULAR SHARE CERTIFICATES**

This section pertains to the credit union's share certificate program. The minimum deposit for a share certificate is \$2,000. Rates are tiered based on deposits of \$2,000; \$10,000; and \$50,000. Terms range from 90 days to 5 years. Rates are tiered based on 90 days, 180 days, 270 days, 12 months, 18 months, 24 months, 36 months, 48 months and 60 months. Dividend rates for new deposits vary, but the rate in effect on the day you make your deposit remains fixed throughout the term. Rates are determined by the credit union and are subject to change at any time.

#### **BUMP RATE CERTIFICATE**

A Bump Rate Certificate may be opened with a minimum of \$10,000 for a fixed term of 18 months. During the term the member may choose to increase/bump the rate one time to the \$10,000 12 month certificate rate. This is the member's responsibility.

#### **General Terms for all Certificates**

Once a certificate is opened, no additional deposits may be made until the account matures. The maturity date is stated on the certificate. There is a 7-day grace period following the maturity of all certificates in which funds can be withdrawn or renewed. Dividends are earned during this period at the current rate, provided that the certificate is renewed with the Credit Union. Your certificate will automatically renew, unless you specify otherwise. If your Regular Share Savings account is closed, your certificate will subsequently be closed. All certificates pay dividends monthly and compound monthly.

#### **Withdrawals**

Paid dividends may be withdrawn at any time without penalty. Any funds withdrawn will not earn dividends for the current and succeeding dividend period. Withdrawals of funds representing the principal of the account are subject to penalties described below. The Annual Percentage Yield that applies to your account is based on the assumption that interest will remain on deposit until maturity. Withdrawals will reduce earnings.

#### **Penalties**

Dividends paid on a certificate account may be withdrawn without penalty only during the initial term of the certificate. Once the certificate is renewed, any previously paid dividends become a portion of the principal balance.

A PENALTY SHALL BE IMPOSED if funds other than dividends are withdrawn before the maturity date. The penalty imposed shall be as follows:

1. If the qualifying period is one year or less, the member shall forfeit an amount equal to:
  - a. all dividends for 90 days on the amount withdrawn; or
  - b. all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
  - c. If a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a. or b. above whichever is less, will be assessed on the entire amount in the account.
2. If the qualifying period is greater than one year, the member shall forfeit an amount equal to:
  - a. all dividends for 180 days on the amount withdrawn; or
  - b. all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
  - c. if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a. or b. above whichever is less, will be assessed on the entire amount in the account.

Penalties shall not apply under the following circumstances:

- a. Withdrawal of paid dividends.
- b. Withdrawals made subsequent to the death of any owner of the account made pursuant to the Credit Union By-laws.
- c. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

#### **EXPEDITION ACCOUNT**

This account requires \$1,000 to open. The balance must never fall below \$1,000 or the account may be closed.

- ◆ The term on this account is 6 months.
- ◆ The dividend rate on this account is fixed for the term. Upon renewal, the rate is subject to change to the current rate.
- ◆ Dividends are paid on the last day of the month and compound monthly.
- ◆ Your Expedition Account will automatically renew, unless you specify otherwise. If your Regular Share Savings account is closed, your certificate will subsequently be closed.

- ◆ Unlimited deposits of \$100 or greater can be made to this account.

Dividends paid on a certificate account may be withdrawn without penalty only during the initial term of the certificate. Once the certificate is renewed, any previously paid dividends become a portion of the principal balance.

### **Withdrawals**

Paid dividends may be withdrawn at any time without penalty. Any funds withdrawn will not earn dividends for the current and succeeding dividend period. Withdrawals of funds representing the principal of the account are subject to penalties described below. The Annual Percentage Yield that applies to your account is based on the assumption that interest will remain on deposit until maturity. Withdrawals will reduce earnings.

A PENALTY SHALL BE IMPOSED if funds other than dividends are withdrawn before the maturity date. The member shall forfeit:

- all dividends for 90 days on the amount withdrawn; or
- all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
- if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a. or b. above whichever is less, will be assessed on the entire amount in the account.

### **MONEY MARKET ACCOUNTS**

This account requires a deposit of \$2,500 to open.

- Dividends are paid on the last day of the month and are compounded monthly. The first dividend period begins January 1 and concludes on January 31. All other dividend periods follow this pattern.
- Dividends are paid on all balances, provided a \$2,500 balance is maintained.
- If the balance falls below \$2,500, dividends will be forfeited for the days in which the balance remains below \$2,500.
- Dividends are computed on a day in/day out method.
- The dividend rate on this account is variable and subject to change at any time.
- The dividend rate is determined by the Board of Directors.
- No ATM access is permitted.
- Government Regulation D limits this account to 6 withdrawals and transfers, or a combination of such withdrawals and transfers, per calendar month, by means of a pre-authorized or automatic transfer, or telephonic agreement, or order of instruction. However, unlimited over-the-counter withdrawals are permitted.
- In accordance with Regulation D, if more than 6 checks clear the account within a calendar month, a fee per check after 6 will be assessed. In the event this becomes a routine problem, the money market account may be closed.
- The Credit Union is authorized to pay any item presented by the member or any joint owner and to charge all such payments against the shares in the account. It is further agreed that the Credit Union is under no obligation to pay an item that exceeds the fully paid collected share balance in the account. However, if the member or joint owner submits an item that would exceed such balance and results in the account being overdrawn, the Credit Union may, at its option:
  - Treat such item as a request to the Credit Union for an advance from an overdraft protection account, if established. Advances will be made in the amount required to pay the draft.
  - Transfer the funds from the member's MasterCard account with appropriate authorization on file with the Credit Union.
  - Transfer the funds from any other share account with which the member is an owner or joint owner. There may be a fee for this process.
  - Return the item "Non-Sufficient Funds" and collect a fee.
  - Pay the item by overdrawing the account and collect a fee.
- The dividend rate on this account is tiered, based on the following tiers: \$2,500, \$5,000, \$15,000, \$25,000, \$50,000.
- Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.
- Items are paid in the order in which they are received.

### **THE SOCAL ACCOUNT**

The SOCAL (Self Organized Cabrillo Account Life) Account is designed to assist teens/young adults, through their financially basic years as they enjoy high school, and possibly continue through to college. The account is intended for members aged 14 - 18.\*

#### **SOCAL Savings:**

- ◆ A SOCAL savings account must be maintained in order to enjoy additional credit union benefits.
- ◆ A SOCAL savings account is available for members aged 14 - 18. Upon reaching the age of 18, the account will be converted to a regular credit union share account.
- ◆ The minimum opening deposit is \$5.
- ◆ Dividends are paid on all balances. The dividend rate is variable and may change without notification. Dividends are paid monthly and compound monthly.
- ◆ There are no penalties for withdrawals.
- ◆ Government Regulation D limits this account to 6 withdrawals and transfers, or a combination of such withdrawals and transfers, per calendar month, by means of a preauthorized or automatic transfer, overdraft transfer, or telephonic agreement, or order of instruction. However, unlimited ATM withdrawals and over-the-counter withdrawals are permitted.

#### **SOCAL Checking:**

The SOCAL checking account is available for SOCAL members aged 14 - 18. Upon reaching 18, the account will be converted to an Advantage Checking Account\*

SOCAL members are encouraged to complete an educational course offered online through Balance®. The website is: [www.getinbalance.org/selfstudycourse.html#1](http://www.getinbalance.org/selfstudycourse.html#1)

The minimum opening deposit is \$25.

The Credit Union is authorized to pay any item submitted by the member or any joint owner and to charge all such payments against the shares in the account. It is further agreed that the Credit Union is under no obligation to pay an item that exceeds the fully paid collected share balance in the account. However, if the member or joint owner submits an item that would exceed such balance and results in the account being overdrawn, the Credit Union may, at its option:

- a. treat such item as a request to the Credit Union for an advance from overdraft protection account, if established. Advances will be made in the amount required to pay the item.
- b. transfer the funds from the member's MasterCard account with appropriate authorization on file with the Credit Union.
- c. transfer the funds from any other share account with which the member is an owner or joint owner. There is a fee for this process.
- d. return the item "Non-Sufficient Funds" and collect a fee.
- e. pay the item by overdrawing the account and collect a fee.

Members may be eligible to participate in the credit union's Courtesy Pay program. Generally members are eligible if their account receives a direct deposit and the account has been maintained in a satisfactory manner. The Courtesy Pay program allows members to overdraw their account when an item is submitted, up to the amount of their last direct deposit, or \$1500, whichever is less. In this instance, the item(s) will be paid and a fee will be assessed. Members may become ineligible to participate in this program at any time, and without notice. Members electing to not participate in this program should submit a written request to the credit union. In this case, items will be processed in one of the ways depicted above.

- ◆ When paid, checks become property of the Credit Union and will not be returned to the member. A copy can be obtained. Since the actual check is not returned to you, it is suggested that you use personalized checks which provide a duplicate copy of each check written.
- ◆ Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check.
- ◆ The Credit Union reserves the right to close a checking account for poor maintenance or abuse.
- ◆ Stop Payments: You may place a stop payment on any unpaid check for a minimal fee. The stop payment expires in one year. If you wish to extend this time period, you may place another request after the first one expires.
- ◆ Post-Dated Checks: We reserve the right to pay a post-dated check, even if it is presented before the date on the check. You may ask us not to pay a post-dated check before its date if the check has not already been paid. To do so, you must notify us of a stop payment to expire upon the date of the check, or in one year, whichever is less. There is a fee for this process.
- ◆ Stale-Dated Checks: If a stale-dated check is presented for payment against your account (a check dated more than six months in the past), we may pay the check and charge it to your account. If you do not want us to pay a stale-dated check, you must place a stop payment order on it.
- ◆ All owners of a checking account will be jointly and severally liable for any overdraft, fees or costs (including reasonable attorneys' fees) which may be charged against the account.
- ◆ Only checks or items approved by the Credit Union may draw against the account.
- ◆ All owners agree to pay the Credit Union a reasonable hourly fee for any audits and/or balancing done on the account at the owner's request. If an error is found that was due to a Credit Union mistake, no fee will be charged.
- ◆ The Credit Union is authorized to supply any endorsement necessary to negotiate an item tendered for this account and is thereafter relieved of any liability in connection with the collection of such item.
- ◆ All owners authorize the reporting of account information to any check or draft reporting agency.
- ◆ Items are paid in the order in which they are received.

Dividends are paid on all balances when the balance is \$10,000 or greater. SOCAL checking account members may partake in the credit union's ATM/Debit Card program.

The dividend rate is variable and may change without notification. Dividends are paid monthly and compound monthly.

If the SOCAL savings account is closed, the SOCAL checking account will also be closed.

### **SOCAL Share Certificate:**

SOCAL members may open one SOCAL Share Certificate with a minimum deposit of \$500 for a term of 12 months.

As a benefit of being a SOCAL member, one deposit of \$25 or greater may be made to this account.

The maturity date is stated on the certificate. There is a 7 day grace period following the maturity of all certificates in which funds can be withdrawn or renewed. Dividends are earned during this period at the current rate, provided that the certificate is renewed with the Credit Union. If the SOCAL savings account is closed, the SOCAL share certificate account will also be closed.

### **Withdrawals**

Paid dividends may be withdrawn at any time without penalty. Any funds withdrawn will not earn dividends for the current and succeeding dividend period. Withdrawals of funds representing the principal of the account are subject to penalties described

below. The Annual Percentage Yield that applies to your account is based on the assumption that interest will remain on deposit until maturity, withdrawals will reduce earnings.

### **Penalties**

Dividends paid on a certificate account may be withdrawn without penalty only during the initial term of the certificate. Once the certificate is renewed, any previously paid dividends become a portion of the principal balance.

A PENALTY SHALL BE IMPOSED if funds other than dividends are withdrawn before the maturity date. The penalty imposed shall be as follows:

1. The member shall forfeit an amount equal to:
  - a. all dividends for 90 days on the amount withdrawn; or
  - b. all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
  - c. if a withdrawal reduces the balance below the required minimum, the
  - d. account shall be closed and a loss of dividends as in a. or b. above whichever
  - e. is less, will be assessed on the entire amount in the account.

Upon maturity, the certificate may be renewed, transferred to another share account, or withdrawn. When the member reaches 18 years of age, the upcoming certificate maturity date will require the member to roll the funds into a traditional certificate with the credit union, transfer the funds to another share, or withdraw the money. The SOCAL certificate will no longer be available to members who have reached the age of 18.\*

\*A SOCAL Extension may be granted to members who annually provide proof of continued education. This extension is available to a maximum age of 25. Proof of education may be provided to staff at any branch office.

### **YOUNG EXPLORERS**

This account is intended for members 14 years and younger. Account holders are rewarded with prizes for their dollars saved. Prizes earned depend on accumulated account balances.

- ◆ A minimum deposit of \$25 is required to open this account. A \$25 balance must be maintained at all times, or the account may be closed.
- ◆ Dividends are paid on the last day of the month and compounded monthly. The first dividend period begins January 1 and concludes on December 31. All other dividend periods follow this pattern.
- ◆ No ATM access is permitted.
- ◆ Government Regulation D limits this account to 6 withdrawals and transfers, or a combination of such withdrawals and transfers, per calendar month, by means of a preauthorized or automatic transfer, or telephonic agreement, or order of instruction. However, unlimited over the counter withdrawals may occur.
- ◆ Rates on this account are variable, and therefore subject to change at any time at the discretion of the Board of Directors.
- ◆ Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.

### **Text Banking Disclosure**

Cabrillo's Text Banking service lets you access account information from the convenience of a mobile device through SMS text messaging. You can make quick inquiries to check your balances, view account history, and transfer funds between your accounts. Enrollment is fast and simple, and you can register as many mobile devices as you want.

- ◆ Cabrillo CU does not charge any fees for the use of the Cabrillo CU Text Banking service. Please reference your Account Agreement disclosure for additional details regarding access to your Cabrillo CU account.
- ◆ Standard Internet services and text messaging rates will apply. Check with your mobile service provider for details.
- ◆ Please note that you may experience a disruption of service for the Cabrillo CU Text Banking service if you change your phone number or service provider.
- ◆ To maintain coverage, please update your information on Cabrillo CU eBranch anytime your number or service provider changes.
- ◆ It is also your responsibility to de-activate any cell phones that are no longer in your possession from this service.
- ◆ To help protect your privacy of information you are encouraged to implement the use of a password on your cell phone to ensure it is locked when not in use.

### **Cabrillo CU Text Banking Terms and Conditions**

Text Banking allows members of Cabrillo Credit Union to view their account balance, access their transaction history, and transfer funds via text messaging (SMS).

To participate in this program, you must first log in to eBranch at [www.Cabrillocu.com](http://www.Cabrillocu.com). Through eBranch, you can select **Text Banking** and follow the instructions for registering your cell phone.

### **Supported Carriers**

Text Banking is supported by all major carriers, including AT&T®, Sprint™, and Verizon Wireless <sup>SM</sup> T-Mobile® currently does not allow account transfers via SMS, so the TRAN command is not supported on T-Mobile handsets.

### **Cost**

Cabrillo does not charge members for use of Text Banking. SMS text charges are dependent on your texting service plan which may include fees from your carrier to send and receive text messages. These charges would appear on your wireless bill or be deducted from your prepaid balance. You must have the mobile phone account holder's permission to subscribe to Text Banking. The subscriber will receive a maximum of one response for each message received. Please note, this response may be broken into multiple text messages depending on the amount of data being sent to the subscriber.

**How to opt-out**

You may opt-out of Text Banking at any time. Reply XXX STOP, XXX END, XXX QUIT, XXX CANCEL or XXX UNSUBSCRIBE to 90703. A confirmation message will be sent back to you.

**Support/Help**

To request support at any time, **text HELP to 90703 or call 800-Cabrillo.**

**Privacy Policy**

<b>FACTS</b>		<b>WHAT DOES Cabrillo Credit Union DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and name</li> <li>■ address and payment history</li> <li>■ credit history and credit score</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
<b>How?</b>	All financial companies need to share <b>members'</b> personal information to run their everyday business. In the section below, we list the reasons financial companies can share their <b>members'</b> personal information; the reasons <b>Cabrillo Credit Union</b> chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Cabrillo CU share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences		No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness		No	We don't share
<b>For nonaffiliates to market to you</b>		No	We don't share
<b>Questions?</b>	Call 800-222-7455 or go to <a href="http://www.cabrillocu.com">www.cabrillocu.com</a>		

