

## TRUTH IN SAVINGS DISCLOSURE AND AGREEMENT (Including Electronic Funds Transfer Disclosure and Agreement)

### General Terms for All Accounts

- This Truth in Savings Disclosure and Agreement (“Agreement”) shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC). Share/savings accounts, share draft/checking accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.
- The terms, conditions and information contained in the Membership and Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.
- The Credit Union reserves the right to modify, alter or change the terms and conditions of this Truth in Savings Disclosure and Agreement (“Agreement”) at any time, in any manner, and for any reason. We will generally notify you in advance of changes; however, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.
- 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.
- You agree that we are authorized to verify financial information, data, and employment history by any necessary means, including obtaining a consumer report by any consumer-agency in connection with accounts and transactions involving Applicants/Account Holders. The information may be used for, but not limited to, applying for membership, opening share and share/draft accounts, transactions on deposit accounts, issuance of an ATM card, check cards and/or any other services provided by the Credit Union.
- We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Cabrillo Credit Union, P.O. BOX 261169, San Diego, CA 92196, so we can investigate.
- We reserve the right to limit large cash withdrawals when deemed necessary.
- The par value of a share in the Cabrillo Credit Union is \$5. If your account balance falls below the \$5 par value, you will have 6 months to bring it up to par value or your account may be closed.
- You must open a Regular Share/Savings Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.
- The Credit Union may, at its discretion, require 60 days notice for withdrawals.
- All accounts shall be subject to service charges in accordance with Fee Schedules adopted by the Credit Union as amended from time to time.
- **Business Days:** Our business days are Monday - Friday, with the exception of holidays. The credit union’s holidays are prominently posted on the website at [www.cabrillocu.com](http://www.cabrillocu.com).
- Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.
- Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.
- **Consent to Contact (Non-Telemarketing Only):** You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.
- **Unlawful Internet Gambling:** The Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006 prohibits any person, including a business, engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet Gambling. Such transactions are termed “Restricted Transactions” and are prohibited from being processed through the account or Credit Union relationship. By opening or continuing to operate a Credit Union account, you certify that you: a) do not engage in an Internet gambling business; and b) do not initiate or receive Restricted Transactions.
- The Credit Union reserves the right to waive the enforcement of any of the provisions of this Agreement with respect to any

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

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

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

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

#### Information Regarding Member Identification

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

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

## SHARE/SAVINGS ACCOUNTS

### General Terms for All Share/Savings Accounts

- **Rate Information:** Our share/savings accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.
- **Balance Information:** We compute the balance in our share accounts 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 each day.
- **Accrual of Dividends:** Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).
- **Dividend Rates:** The dividend rate and Annual Percentage Yield on our share accounts are stated on the Rate Sheet. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
- **Transaction Limitations:** Government Regulation D limits this account. No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, Debit Card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an account holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail or messenger. There are no limits on the number of withdrawals if initiated in person.

### Regular Share Savings

- **Minimum Balance and Deposit Requirements:** This account requires \$5.00 to open. The minimum balance must never fall below \$5.00 in order to obtain the Annual Percentage Yield as stated on the Credit Union Rate Schedule and to avoid closure. This \$5.00 is your share in the credit union.
- **Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is annually. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.
- There is no penalty for withdrawal of funds, except the loss of dividends.
- Younger members may open a savings account, provided someone of majority is also a signer on the account.

### Holiday Club Account

- Holiday Club Accounts mature September 30 or October 31.
- **Minimum Balance and Deposit Requirements:** 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.

- **Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.
- 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.
- 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.

## Money Market Account

**Minimum Balance and Deposit Requirements:** This account requires a deposit of \$2500.00 to open.

- **Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.
- 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.
- 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, as set forth in the Credit Union Fee Schedule. 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:
  - a. 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. There may be a fee for this process.
  - 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 may be 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.
- The dividend rate on this account is tiered, based on the following tiers: \$2,500, \$5,000, \$15,000, \$25,000, \$50,000, as set forth in the Credit Union Rate Schedule.
- Items are paid in the order in which they are received. If multiple checks are presented at the same time, checks are processed in check number order, from lowest to highest.

## Individual Retirement Account: Market Rate Account

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 IRA account** is a variable rate account, subject to government regulations.

**Minimum Balance and Deposit Requirements:** One dollar is required to open a Market Rate account.

**Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is annually. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.

**Incorporation of IRA Agreement and Disclosures:** All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## General Terms for All Checking Accounts

- Paid checks become the property of the Credit Union and will not be returned to the member, and the member hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC). A copy may be obtained upon request, if available. 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 its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.
- Minimum opening deposit is \$25.00.
- Minors may be permitted to open a checking account, provided someone of majority is a joint signer on the account.
- Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.
- 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 Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and described the account and draft number and the exact amount. The stop payment will be effective if we receive the order in time to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for our processing system to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.
- **Duration of Order.** You may make an oral stop payment order that will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for twelve (12) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- **Liability.** Fees for stop payment orders are set forth on the Credit Union Fee Schedule. You may not stop payment on any certified check, cashier's check, or any other check, draft or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold us harmless from all costs, including attorney's fee, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
- **Post-Dated Checks:** We reserve the right to pay a post-dated check, even if it is presented before the date on the check, and we will treat it as if written on the date presented for payment. You may ask us not to pay a post-dated check before its date if the check has not already been paid by placing 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, as stated on the Credit Union Fee Schedule.
- **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 are under no obligation but 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, as set forth in the Credit Union Fee Schedule. 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.
- **Overdrafts:** If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and other items will be handled in accordance with our overdraft procedures (see Courtesy Pay or Debit Card Option section(s)). Your account will then be subject to a charge for the item whether paid or returned as set forth in our fee schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. Except as otherwise agreed in writing, we, by covering one or

any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that overdraws your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of overdraft amounts at any time. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed. No more than 6 transfers may be permitted in any calendar month from savings accounts. Once the transfer total for the month has reached 6, any insufficient fund items will be handled in accordance with our regular overdraft procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedule.

- Items are paid in the order in which they are received. If multiple checks are presented at the same time, checks are processed in check number order, from lowest to highest.
- The credit union pays items on a member's account based on the member's Available Balance. An Available Balance may be different than a Current or Actual Balance due to check holds or funds being held for a previously authorized debit card transaction.
- **Electronic Check Conversion:** Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

## 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.

**Dividend Compounding and Crediting:** The Basic Checking Account is a non-dividend earning account.

**Minimum Balance and Deposit Requirement:** The minimum deposit required for you to open the Basic Checking Account is \$25.00.

## Advantage Checking Account

**Rate Information:** Our Advantage Checking account is designated as variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

**Minimum Balance and Deposit Requirement:** The minimum deposit required for you to open the Advantage Checking Account is \$25.00.

**Account Limitations:** Members may be eligible to participate in the credit union's Courtesy Pay program. See Courtesy Pay and/or Debit Card Option section.

**Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period. 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, as set forth in the Credit Union Rate Schedule.

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

## The Big Easy Account

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.

**Rate Information:** The Big Easy Checking account is designated as a non-dividend bearing account.

**Minimum Balance and Deposit Requirement:** The minimum deposit required for you to open The Big Easy Checking Account is \$25.00.

**Account Limitations:** Members may be eligible to participate in the credit union's Courtesy Pay program. See Courtesy Pay/Debit Card Option section.

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.

## General Terms for All Share Certificate Accounts

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. All certificates pay dividends monthly and compound monthly.

- **Annual Percentage Yield:** The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.
- **Maturity:** The maturity date will be stated on the certificate or receipt provided to you at the time of opening your account.
- **Accrual of Dividends:** Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).
- **Dividend Rates:** The dividend rate and Annual Percentage Yield on our share certificate accounts are stated on the Rate Schedule. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
- **Balance Information:** We compute the balance in our share certificate accounts 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 each day.
- **Rate Information:** Our share certificate accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity. Please refer to the Credit Union Rate Sheet.
- **Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. For the share certificate accounts, the dividend period is monthly.
- **Renewal of Account/Grace Period:** With the exception of a Special Term Share Certificate, your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity. For Special Term Share Certificates, the account will renew for the term stated on the certificate or receipt provided at account opening, unless you elect, not to have your share certificate account automatically renew. Dividends will not accrue after the final maturity date.
- **Withdrawals:** Except as expressly stated otherwise, 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.

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.

- **Penalties:** Except as expressly stated otherwise, 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.

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.

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; or
- b. Withdrawals made subsequent to the death of any owner of the account made pursuant to the Credit Union Bylaws.

Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

- **Pledging of Funds**

Share Certificate Accounts may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise

provided by statute. Shares invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. The Credit Union reserves the right to offset this Share Certificate Account except as otherwise precluded by law. If the Credit Union offsets funds from this term share account, the funds withdrawn are subject to the early withdrawal penalty.

## Regular Share Certificates

**Minimum Balance and Deposit Requirement:** The minimum deposit for a share certificate is \$2000.

Rates are tiered based on deposits of \$2000; \$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.

## Bump Rate Certificate

**Minimum Balance and Deposit Requirement:** 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.

## Expedition Account

**Minimum Balance and Deposit Requirement:** This account requires \$1000 to open. The balance must never fall below \$1000 or the account may be closed.

- The term on this account is 6 months.
- Your Expedition Account will automatically renew unless you specify otherwise. If your Regular Share Savings account is closed, your certificate will subsequently be closed.

**Transaction Limitations:** 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.

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

- 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.

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.

## Individual Retirement Account: IRA Certificate Account

The Credit Union offers Traditional IRAs and Roth IRAs. Members may choose to invest their IRA money in different investment vehicles, including an IRA Certificate.

The **IRA Certificate accounts** are available for terms of 3 months, 6 months, 12 months, 18 months, 24 months, 36 months, 48 months, and 60 months. These IRAs require \$2,000 to open. Rates are tiered based on deposit amounts of \$2,000, \$10,000, and \$50,000. 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. Rates are set forth in the Credit Union Rate Schedule.

**Dividend Compounding and Crediting:** Dividends will be compounded monthly and will be credited monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period.

Members may make their periodic contribution(s) to an IRA certificate during the term, or at maturity; however, the rate in effect at the beginning of the term will remain in place until maturity, regardless of if the balance changes and hits a new threshold. 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.

## PENALTIES FOR EARLY WITHDRAWAL

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.

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 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.

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.

**Incorporation of IRA Agreement and Disclosures:** All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## ADDITIONAL ACCOUNT TERMS

### Insured Funds

Your funds 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>



### Account Ownership and Types

The ownership of individual, joint, pay-on-death, living trust, Totten trust, corporate, and custodial accounts (under the "Uniform Transfers to Minors Act") shall be governed by the applicable Membership and Account Signature Card. Unless otherwise specified in the Membership and Account Signature Card, the parties who sign a Membership and Account Signature Card agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

#### Individual Accounts

The account is owned by the party named on the Membership and Account Signature Card ("Account Owner"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Membership and Account Signature Card or beneficiary form.

#### Joint Accounts

The Account is owned by all the Account Owners on the Membership and Account Signature Card. Upon the death of an Account Owner of a Joint Account, any funds remaining in the Account at the death of a party to a joint account belong to the surviving Account Owners as against the estate of the deceased Account Owner. The right of survivorship continues between the surviving parties.

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

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

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

**Multiple-Party Accounts:** Any multiple-party account owner is authorized and deemed to act for the other owner(s) and we may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple-party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment, of items drawn on an account, transfer, or pledge to us all or any part of the shares of any account without the consent of the other account owner(s) and we shall have no duty in such event to notify any other account owner(s). We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute between account owners or receive inconsistent instruction from them, we may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to make any action on a transaction; (3) require that all account owners agree



in writing to any transaction concerning the account.

If any item deposited in a multiple-party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple-party account owners is jointly and severally liable to us for the amount of the returned items, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce its rights against any of all funds in the multiple-party account regardless of who contributed the funds to the account.

**Custodial (UTMA) Account:** This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Membership and Account Signature Card along with the UTMA Membership Card. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.

**Fiduciary Accounts:** In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account. In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

- a) you have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
- b) you are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

**Living Trust Account:** You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

**Payable on Death Accounts:** A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Membership and Account Signature Card; you may modify the pay on death beneficiaries by completing a new Membership and Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Membership and Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

**Sole Proprietorship Accounts:** If your account is in the name of a sole proprietorship, the person(s) whose signature appears on the Membership and Account Signature Card represents and warrants that the Account Owner is an unincorporated business owned wholly and exclusively by an individual and agrees that the Credit Union is authorized to act upon the instructions of such person(s) until the Credit Union receives written notice of others to sign for the sole proprietorship. You agree to inform us in writing promptly of any changes in the organizational status of your business. You further certify that if you use a name for the business other than the name of the individual, a current fictitious business name statement is on file in the county clerk's office in each county in which you conduct business. Funds received may not be withdrawn until collected.

**Totten Trust Accounts:** All shares in this Totten Trust Account and all dividends paid or credited thereon shall be held by the Trustee(s) in trust for the beneficiary(ies) named below subject to the right of the Trustee(s) or any one of them from time to time and in their sole discretion to revoke the same to the extent of any withdrawal of funds from this Account. In the case of multiple trustees, each trustee shall be considered the joint tenant of the other. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in this Account shall be distributed to the beneficiaries in equal shares. If there are no surviving beneficiaries, the balance remaining in this Account shall be distributed to the estate of the last surviving Trustee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the trustee or the last surviving trustee, payment on a Totten Trust Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

## 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**

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, for statement account review, you understand that we define the term "reasonable promptness" to be 30 days (not to exceed 60 days) from when the statement was first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within "reasonable promptness," you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This limitation is without regard to whether we used ordinary care.

If you move, please notify the Credit Union in writing of your change of new 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 third business day of the month.

## Right to Offset

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Institution a consensual security interest in your accounts and we may use the funds from your accounts to any debt or amount now or hereafter owed the financial institution, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account may be subject to our lien and security interest.

## Disclosure of Account Information

We will disclose information to third parties about your account:

- Where necessary for the completion of the transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government requests, a subpoena or court orders;
- If you give us your written permission; or
- As otherwise disclosed in the Credit Union Financial Privacy disclosures.

## Returned Items

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

1. Charge your account for the amount of the check, plus collect a fee, and return the check to you. If your account is overdrawn due to this return, the check will be retained by the Credit Union until the balance owed is paid in full.

2. Resubmit the check. We may place a hold on the funds in your account awaiting settlement from the paying institution.
3. Collect on the deposit electronically.

## Shared Branches

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.

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, for information regarding availability of funds deposited at a shared branch facility.

## Unclaimed Property Law - California

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

## Courtesy Pay

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor drafts/ACH transactions for which there are insufficient funds. This is the Credit Union's Courtesy Pay service. The Credit Union provides the Courtesy Pay as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

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 \$1,500, whichever is less. In this instance, the item(s) will be paid and a Courtesy Pay Fee will be assessed. Members may become ineligible to participate in this program at any time, and without notice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay Fee. If multiple checks are presented on the same day, checks are generally processed in numerical order (check number), from lowest to highest. The maximum dollar amount of overdrafts the Credit Union will generally cover for each member is \$1,500, exclusive of Courtesy Pay and other Credit Union fees. A courtesy pay fee is assessed for each item processed and may include more than one fee per day. No fee is assessed if overdrawing the account will result in less than negative five dollars (-\$5.00).

When the Credit Union honors overdraft items, you must either deposit funds or apply for a loan sufficient to cover such overdraft plus fees immediately, but in no case more than fifteen (15) days from the date of notice sent to you. If you fail to cover the total overdraft amount within fifteen (15) days, the Credit Union may pursue all collection options available. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay Fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for Courtesy Pay service is described in our Fee Schedule. The Courtesy Pay service is a discretionary privilege offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Pay service, you must inform the Credit Union by sending written notice to the Credit Union.

## Electronic Funds Transfers

This section governs the use of Electronic Funds Transfers (EFTs). Included in this are the Credit Union's Debit Card, ATM Card, Mobile Banking, EBranch, Apple Pay™, Google Pay™, and Samsung Pay™ Bill Payment and TellerPhone. Disclosure information that applies to all electronic services offered by the Credit Union is given below, followed by specific disclosure information for each service. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Cabrillo Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. 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:

**1. 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.

**2. TELLERPHONE, BILL PAYMENT, MOBILE BANKING ANDEBRANCH ACCESS**

You may access TellerPhone, Bill Payment, Mobile Banking and/or eBranch with a personal access code. This code can be personally selected by you. You must have a valid email address on file with the credit union to access Bill Payment, Mobile Banking, and/or eBranch. Mobile banking is accessible with iPhone®, iPad, Blackberry®, and Android devices.

**3. DEBIT CARD OPTION**

Unless the Credit Union currently has your affirmative consent (opt-in) on file (also known as “Debit Card Option”), we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please contact us using one of the following methods: contacting the credit union by phone at 858-547-7400, selecting Debit Card Option via eBranch, or by contacting the credit union in person at a Cabrillo-owned branch location. 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 Debit Card/ATM Overdraft 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.

**RECURRING DEBIT CARD TRANSACTIONS:** The Debit Card Option does not impact recurring debit transactions. A recurring debit will post to your checking account. If you do not have the funds in your account, the transaction will post and a fee will be assessed.

**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.

**4. 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/Mobile banking transactions, nor for entries received via the Automated Clearing House (ACH); however, each transaction be clearly identified on your statement of account.

**5. 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.

**6. YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING ATM CARDS**

Please notify us at once if you believe your ATM/Debit Card, your PIN and/or your TellerPhone/eBranch or Bill Payment code have been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission. Telephoning is the best way to limit your liability. You could be liable for the total amount in your accounts (plus your maximum overdraft line of credit if you have one with us). 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 lose as much as \$500. 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.

**7. YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS**

Please notify us at once if you believe your Debit Card, your PIN and/or your TellerPhone/eBranch or Bill Payment code have been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to limit your liability. You could be liable for the total amount in your accounts (plus your maximum overdraft

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

#### **8. SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS**

If there is an unauthorized use of your Mastercard® Debit Card then your liability will be zero (\$0.00) so long as you have exercised reasonable care in safeguarding your card from risk of loss or theft and upon becoming aware, you have promptly reported the loss or theft to the Credit Union. If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us promptly of any unauthorized use, but no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to MasterCard branded cards issued to entities that are not natural persons, or issued for a commercial purpose unless the card is issued for a "small business" program as described on MasterCard's website, or issued until the person's identification is registered by or on behalf of the card issuer in connection with such issuance and/or sale which registration may include customer identification program requirements. If applicable law imposes a greater liability or a conflicting obligation, such applicable law shall govern.

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

If you believe your ATM/Debit Card, PIN or 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**

#### **10. CHARGES**

In order to obtain the electronic services listed, you must open and maintain a share or checking account. All charges associated with our electronic fund transactions, including TellerPhone, Mobile Banking, Bill Payment and eBranch services, are disclosed in our Schedule of Fees.

#### **11. OUR 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.
- If the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
- If your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly.
- If your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account.
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions stated in our agreement with you.

#### **12. 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**  
**10075 Carroll Canyon Rd.**  
**San Diego, CA 92131**

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. 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 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.

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

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

### **13. ATM FEES**

When you use an ATM not owned by us, you may be charged a fee by the ATM. You also may be charged a fee for a balance inquiry, even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM owned by Cabrillo Credit Union.

### **14. 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. You are required to surrender your cards 5 days prior to closing your account.

### **15. 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.

### **16. RESPONSIBILITY FOR TRANSACTIONS**

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

### **17. REFUSAL TO HONOR CARD**

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

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

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

### **19. ATM SAFETY**

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

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

## **ADDITIONAL DISCLOSURES APPLICABLE TO TELLERPHONE, MOBILE BANKING AND EBRANCH TRANSACTIONS**

### **1. TELLERPHONE TRANSACTIONS AVAILABLE**

- a. Transfer money within the same Cabrillo account.
- b. Transfer money to another previously established account at Cabrillo.
- c. Withdraw money from your account in the form of a check payable to the primary member.
- d. Transfer money to a loan.
- e. Balance and history information.
- f. Transfer from line of credit to related sub accounts.
- g. Fax a statement.
- h. Request a copy of a paid check.
- i. Place a stop payment on an item.

### **2. MOBILE BANKING & 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 Mobile Banking and TellerPhone, in addition to the following:

- a. Send a secure message the Credit Union.
- b. Review Frequently Asked Questions (FAQs).
- c. Establish Account Alerts.
- d. Change account contact information.
- e. Re-set your password.
- f. Transfer money between previously authorized non-Cabrillo accounts.
- g. Order checks.
- h. Apply for a loan.
- i. Re-set your Debit Card Option preference (if available).
- j. Transfer money to any Cabrillo member when you provide the member's name and account number
  - ◆ Opt in/out of Text Banking
  - ◆ Pay Bills (see below)
  - ◆ Deposit a check (via a mobile device)
  - ◆ Locate a branch/ATM

### **3. TELLERPHONE, MOBILE BANKING AND EBRANCH ACCESS**

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

### **4. LIMITATIONS ON TELLERPHONE, MOBILE BANKING AND EBRANCH TRANSACTIONS**

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

### **5. MOBILE BANKING DEPOSITS**

Mobile Deposit is available to members who meet the credit union's criteria. Mobile Deposit allows members to make a deposit by taking a picture of the check utilizing the phone's camera. Deposits of foreign checks, or third-party checks, are not permitted. Funds deposited via this service may have a delay in availability (see Funds Availability). Cabrillo does not charge for this service. Message/Data rates may apply.

## **ADDITIONAL DISCLOSURES APPLICABLE TO BILL PAYMENT**

### **BILL PAYMENT ACCESS**

Bill Payment is accessible 24 hours/day, 7 days/week.

### **BILL PAYMENT**

You may take part in the Credit Union's Bill Payment program by signing up for the service. 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. You may also set up your bills for eBills, in which case your electronic bill will be submitted to your bill pay site via eBranch. You must have online access to the individual merchant site in order to set up an eBill. You will continue to receive your normal statements from the merchant, unless you notify them directly to discontinue a paper statement. You may also pay a non-Cabrillo member

electronically via the Bill Pay site. You may enter the individual's account information directly, or you may have the individual enter their information confidentially by inputting his/her email address in the "Add a Payee" section of Bill Pay.

- a. Payments may be made only to Payees in U.S. Dollars.
- b. 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.
- c. 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.
- d. 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.
- e. The money will be debited from your checking account the date of the scheduled 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.
- f. You may schedule an On-Demand payment to occur at a future date, as long as it is scheduled within 18 months
- g. Bill Payment requests received after 1:00 PM will be processed the following business day.

Questions regarding the Bill Payment Service should be directed to our toll-free number 866-202-5489. You may also chat with someone via the Bill Payment page. Assistance is available M – F 4:30 AM – 11:00 PM Pacific Time.

## **ADDITIONAL DISCLOSURES APPLICABLE TO APPLE PAY**

### **Apple Pay™**

If you are utilizing an iPhone® 6 or greater, iPad Air® 2 or greater, iPad Mini® 3 or greater, and/or an Apple Watch™, you may pay for purchases at participating merchants using Apple Pay. You must enroll in this service and accept the terms via the wallet app on your device in order to utilize this service. Apple Pay utilizes a token and fingerprint authentication to perform the payment. Card details are not stored on the device. The payment will process and appear on your statement as a card-present purchase. Depending upon the merchant, you may be prompted to enter your card PIN/signature. iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Pay is a trademark of Apple Inc.

## **ADDITIONAL DISCLOSURES APPLICABLE TO SAMSUNG PAY®**

Members with qualifying devices may enroll in Samsung Pay. All terms and conditions related to your Card remain in full force and effect. Samsung's terms and conditions for the System describe your rights and obligations when utilizing the System. By agreeing to these Terms, you represent that you are at least 18 years of age and capable of entering into a legally binding agreement.

### **Fees and Restrictions**

Cabrillo Credit Union does not charge any fees to utilize Samsung Pay; however, you will be responsible for any fees that may be charged by parties other than Cabrillo in connection with your use of the System, such as data usage or text messaging charges imposed on you by your wireless carrier.

You are subject to any restrictions of third parties when using the System. It is your responsibility to read and understand the agreements provided by Samsung and other third parties before creating, activating or using the System. Subject to applicable law, Cabrillo may at any time (i) terminate your use of Card(s) in connection with the System, (ii) modify or suspend the type or dollar amounts of transactions allowed using your Card(s) in connection with the System, and (iii) change a Card's eligibility for use with System.

### **Change in Terms**

You consent to receive all communications about your Card's use of the System electronically. Cabrillo may change or modify these Terms at any time and will provide notice to you if required by law. You are bound by such revisions and may terminate these Terms by removing your Card from the System.

### **Cancellation**

Cabrillo reserves the right to cancel or discontinue offering and supporting the System at any time for any reason. You may disconnect your Card from the System by deleting the card number from your device on the Samsung Pay app.



## Limitation of Liability

By utilizing the system, you understand that Cabrillo makes no representations or warranties of any kind about use or functionality of the system. Cabrillo is not responsible for the system in any way and Cabrillo is not liable for any damage or expense you may incur by utilization of the system. You expressly acknowledge and agree that use of the system is at your sole risk. Use of the system involves the electronic transmission of personal information through third party connections that Cabrillo does not operate or control and Cabrillo cannot guarantee the privacy or security of these data transmissions.

## ADDITIONAL DISCLOSURES APPLICABLE TO GOOGLE PAY

Members using Android devices running version Kit Kat (4.4) or later that have built-in Near Field Communication (NFC) capabilities can use Google Pay. Google Pay uses your debit/credit card to pay for purchases. Using Google Pay does not share your card number or personal information with the merchant—just a unique code to authorize your purchase.

## Text Banking Disclosure

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.

- 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 phone numbers 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.

### Supported Carriers

Text Banking is supported by all major carriers, including AT&T®, Sprint™, and Verizon Wireless<sup>SM</sup> T-Mobile®

### 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. Text **STOP** to 226563 to cancel text banking, or turn Text Banking "off" via eBranch.

**Support/Help** - To request support at any time, text **HELP** to 226563 or call 800-Cabrillo. Commands: BAL, HIST, XFER.

## 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.

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.

### What are my rights 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) within 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.

### **How do I make a claim for a refund?**

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 checks: the check number, the name of the person to whom you wrote the check, and the amount of the check.

Your written claim may be directed to:

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

## **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 Mobile Deposit**

Members may make deposits via 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 ACH (electronic Automated Clearing House) Credits**

Credit given by Cabrillo to you with respect to Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and party making payment to you via such entry (i.e. the Originator of the entry) shall not be deemed to have paid you the amount of such entry.

### **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:

1. 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.
2. Funds from wire transfers into your account will be available on the day we receive the transfer.
3. 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.
4. 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, as set forth in the Credit Union Fee Schedule.

### **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.

# Privacy Policy

Rev. 12/2010

## FACTS

### WHAT DOES **Cabrillo Credit Union** DO WITH YOUR PERSONAL INFORMATION?

#### Why?

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.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and name
- address and payment history
- credit history and credit score

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share **members'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **members'** personal information; the reasons **Cabrillo Credit Union** 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

#### Questions?

Call 800-222-7455 or go to [www.cabrillocu.com](http://www.cabrillocu.com)

## Who we are

Who is providing this notice?

Cabrillo Credit Union

## What we do

How does **Cabrillo Credit Union** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does **Cabrillo Credit Union** collect my personal information?

We collect your personal information, for example, when you

- open an account or give us your income information
- pay your bills or apply for a loan
- give us your driver's license

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Cabrillo Credit Union has no affiliates*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Cabrillo Credit Union does not share with nonaffiliates so they can market to you*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Cabrillo Credit Union does not jointly market*

## Other important information

The credit union's website does not collect, solicit, or use personal information from children.