

About Your Credit Union Accounts

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YOUR TRUTH-IN-SAVINGS DISCLOSURE

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share 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.

Please note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER which affects your rights with respect to any claims or disputes by or against the Credit Union. You may opt out of that provision as described on page 2.



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.

GENERAL DISCLOSURE ABOUT ALL OF OUR ACCOUNTS AND SERVICES

PAR VALUE

The par value of each share will be \$5.00. Subscriptions to shares are payable at the time of subscription.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before the close of business. If you close your share or checking account before dividends are credited, you will not receive accrued dividends.

DIVIDEND RATES

The initial dividend rate and Annual Percentage Yield on our share, checking and share certificate accounts are stated on the Rate and Fee Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

BYLAW REQUIREMENTS

The board may establish, by resolution, the maximum amount of shares that any one Member may hold. A Member who fails to complete payment of one share within one-hundred eighty (180) days of admission to membership, or within one-hundred eighty (180) days from the increase in the par value of shares, or a Member who reduces the share balance below the par value of one share and does not increase the balance to at least the par value of one share within one-hundred eighty (180) days of the reduction will be terminated from membership.

Shares may only be transferred from one Member to another by an instrument in a form as the board may prescribe. Shares that accrue credits for unpaid dividends retain those credits when transferred.

Money paid in on shares or installments of shares may be withdrawn as provided in these bylaws or regulation on any day when payment on shares may be made, provided, however, that

- (a) The board has the right, at any time, to require Members to give up to sixty (60) days written notice of intention to withdraw the whole or any part of the amounts paid in by them.
- (b) Reserved
- (c) No Member may withdraw any shareholdings below the amount of the Member's primary or contingent liability to the Credit Union if the Member is delinquent as a borrower, or if borrowers for whom the Member is co-maker, endorser, or guarantor are delinquent, without the written approval of the credit committee or loan officer. Coverage of overdrafts under an overdraft protection policy does not constitute delinquency for purposes of this paragraph. Shares issued in an irrevocable trust as provided in Section 6 of this article are not subject to withdrawal restrictions except as stated in the trust agreement.

- (d) The share account of a deceased Member (other than one held in joint tenancy with another Member) may be continued until the close of the dividend period in which the administration of the deceased's estate is completed.
- (e) The board will have the right, at any time, to impose a fee for excessive share withdrawals from regular share accounts. The number of withdrawals not subject to a fee and the amount of the fee will be established by board resolution and will be subject to regulations applicable to the advertising and disclosure of terms and conditions on Member accounts.

DENIAL OF SERVICES

The Credit Union reserves the right to limit, restrict or deny any credit union product(s) or service(s) in its sole discretion to any Member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; (iii) mistreats any Credit Union staff or volunteers; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. Notwithstanding, all Members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a Member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union.

Under our Denial of Services Policy, the Credit Union may also take action to limit services to borrowers with delinquent loans and/or overdrawn accounts. For example, we may freeze your check card, Visa credit card, and home banking usage if your Credit Union loan becomes thirty (30) days or more past due or your account is thirty (30) days or more overdrawn.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT

Each Member must purchase and maintain at least one share in a share account that names the Member as the sole or primary owner. Being named as a joint owner of a joint account is insufficient to establish membership.

ACCOUNT CLOSURE DUE TO INACTIVITY

Any account, other than the Regular Share Account used to establish your membership, that remains inactive and has a balance of zero dollars (\$0) for a period of one-hundred eighty (180) days or more will be closed.

ARBITRATION AND WAIVER OF CLASS ACTION

Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt-out as permitted below.

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

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

1. Scope. This Arbitration and Waiver of Class Action provision is applicable to any disputes arising out of, affecting, or relating to your accounts or your relationship with us. You understand that any debt or loan obligation you may have with us that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Arbitration and Waiver of Class Action provision.

2. Selection of Arbitrator. If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Arbitration and Waiver of Class Action provision, this Arbitration and Waiver of Class Action provision will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.

3. Effective Date. This Arbitration and Waiver of Class Action provision is effective upon the 61st day after we provide this Arbitration and Waiver of Class Action provision to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

4. Claims Arising Prior to Effective Date. THIS ARBITRATION AND WAIVER OF CLASS ACTION PROVISION APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration and Waiver of Class Action provision will not apply to such Claim.

5. Arbitration Proceedings. Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration and Waiver of Class Action provision will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies including damages, injunctive relief on an individual basis, and other remedies that a court can award. Any determination as to whether this Arbitration and Waiver of Class Action provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction.

6. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

7. Location. The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced.

8. Costs. You understand we will pay for any filing, administration, and arbitrator fees as imposed on you by AAA. However, you will be responsible for your attorneys’ fees, unless you prevail on the merits of your Claim in arbitration.

9. Attorneys’ Fees. If you prevail on the merits of your Claim in arbitration, we will pay your attorneys’ fees. You will not be required to pay our attorneys’ fees if we prevail.

10. Severability. In the event that the Class Action Waiver in this Arbitration and Waiver of Class Action provision is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Arbitration and Waiver of Class Action provision will be unenforceable. If any provision in this Arbitration and Waiver of Class Action provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.

11. Survival. This Arbitration and Waiver of Class Action provision will survive termination of the Agreement.

12. Right of Opt-Out. You have the right to opt-out of this Arbitration and Waiver of Class Action provision, provided that you notify us of your intent to opt-out within 60 days after we provide you this Arbitration and Waiver of Class Action provision. Your opt-out is only effective if you notify us in writing at P.O. Box 9506, Bakersfield CA 93389-9506 within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt-out of this Arbitration and Waiver of Class Action provision, such opt-out will not affect other terms and conditions of your Agreement.

13. Further Information. FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA’s website, www.adr.org, OR call AAA at (800) 778-7879.

ABOUT OUR SHARE ACCOUNTS

Valley Strong Credit Union’s share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are Regular Shares, Rocky Raccoon, Kappa Club, Christmas Club, Tax Club, Vacation Club, IRA Club, Escrow Club, Summer Pay and Money Market.

BALANCE INFORMATION

We compute the balance in our share accounts to determine the dividends you will be paid by using the average daily balance method which applies a daily periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

RATE INFORMATION

Our share accounts are designated variable rate tiered accounts on the Rate and Fee Schedule. This rate and yield may change at any time at the Credit Union’s discretion.

➤ ***About Our Regular Share Account***

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the Regular Share Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Regular Share Account is \$5.00. You must maintain a minimum daily balance of \$5.00 to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

➤ ***About Our Rocky Raccoon Account***

Our Rocky Raccoon Share Account is offered to our Members from birth to ten (10) years of age. Upon reaching eleven (11) years of age, the Rocky Account will automatically be converted to a Kappa Club Account.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the Rocky Raccoon Share Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Rocky Raccoon Share Account is \$5.00. You must maintain a minimum daily balance of \$5.00 in this account to avoid closure. A daily share balance of \$5.00 must be maintained before obtaining other services. You must maintain the minimum daily balance of \$5.00 to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

➤ ***About Our Kappa Club Account***

Our Kappa Club Account is a product available to young adults eleven (11) through seventeen (17) years of age who are eligible for Membership. Upon reaching eighteen (18) years of age, the Kappa Club Account will automatically be converted to a Regular Share Account.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the Kappa Club Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Kappa Club Account is \$5.00. You must maintain a minimum daily balance of \$5.00 in this account to avoid closure. A daily share balance of \$5.00 must be maintained before obtaining other services. You must maintain the minimum daily balance of \$5.00 to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

➤ ***About Our Christmas Club, Tax Club, and Vacation Club Accounts***

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the Club Accounts the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Club Account is \$5.00. You must maintain the minimum daily balance of \$5.00 to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

TRANSACTION LIMITATIONS

Our Christmas Club Account may be opened at any time. Funds will be disbursed to you on or about November 15.

➔ ***About Our IRA Club Account***

The Credit Union's IRA Club Account includes, IRA Traditional, SEP IRA, ROTH IRA, and Coverdell Education Savings Club.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open an IRA Club Account is \$100.00. You must maintain a minimum daily balance of \$100.00 to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

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.

➔ ***About Our Escrow Club Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open an Escrow Club Account. There is no minimum daily balance required to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

➔ ***About Our Summer Pay Programs***

This account is offered to our Members who are nine (9) month, ten (10) month, or eleven (11) month school employees.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded quarterly and will be credited quarterly. For the Summer Pay Program the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

Summer Pay Program Accounts are set up for payroll deduction. There is no opening deposit required. There is no minimum daily balance required to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

TRANSACTION LIMITATIONS

Our Summer Pay Program Accounts may be opened at any time. Funds will be disbursed to nine (9) month school employees in June, July and August. Funds will be disbursed to ten (10) month school employees in July and August. Funds will be disbursed to eleven (11) month school employees in August.

➔ ***About Our Money Market Account***

Our Money Market Account is a share account with check access.

BALANCE INFORMATION

We compute the balance in our Money Market Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in the account each day.

RATE INFORMATION

Our Money Market accounts are designated variable rate tiered accounts on the Rate and Fee Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Money Market Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Money Market Account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your Money Market Account to obtain the Annual Percentage Yield stated in the Rate and Fee Schedule.

ABOUT OUR CHECKING ACCOUNTS

Valley Strong Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are Kappa Checking, Makes Cents Checking, and CentsAble Checking.

➔ ***About Our Kappa Checking Account***

Our Kappa Checking Account is offered to our Members ages eleven (11) through seventeen (17) years, who maintain a minimum share balance of \$5.00.

RATE INFORMATION

The Kappa Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit for you to open a Kappa Checking Account is \$25.00.

ACCOUNT LIMITATIONS

There is no monthly service fee. A parent or guardian must be a joint owner on the account for Members under eighteen (18) years of age.

➔ ***About Our Makes Cents Checking***

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Makes Cents Checking Account is \$25.00. You will be assessed the monthly service fee as stated on the Rate and Fee Schedule. To avoid the monthly service fee, you must meet the following criteria:

- Maintain a monthly direct deposit into the Account;
- Must enroll to receive statement notices electronically (eStatements); and
- Must conduct a minimum of twelve (12) PIN or signature point of sale Check Card transactions (excludes ATM transactions) per month.

➔ ***About Our CentsAble Checking Account***

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit for you to open a CentsAble Checking Account is \$25.00. You will be assessed the monthly service fee as stated on the Rate and Fee Schedule. To avoid the monthly service fee, you must meet at least one (1) of the following criteria:

- Maintain a monthly direct deposit into your CentsAble Checking Account;
- Conduct a minimum of twelve (12) PIN or signature point of sale (POS) check card transactions (excludes ATM transactions) or electronic funds transfer (EFT) debit transactions per month; or
- Maintain an average daily balance of \$5,000 or greater in your CentsAble Checking Account.

ACCOUNT LIMITATIONS

This account has unlimited check writing with no per check charges.

ABOUT OUR DISCONTINUED CHECKING ACCOUNTS

The Basic Checking, Makes Cents II Checking, Basic/Senior Checking, Senior Class Checking, Advantage Checking, Advantage Plus Checking, and Campus Checking accounts are no longer offered as new checking account products.

Members who currently maintain any of these checking account products can continue to maintain the account as long as the account remains open. Once closed, these accounts may not be reopened. The following information applies only to the discontinued checking accounts described below.

➔ ***About Our Basic Checking***

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no monthly service fee or per check charge.

➔ *About Our Makes Cents II Checking*

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Makes Cents II Checking Account is \$25.00. You will be assessed the monthly service fee as stated on the Rate and Fee Schedule. To avoid the monthly service fee, you must meet the following criteria:

- Must enroll to receive statements electronically (eStatements); and
- Must conduct a minimum of twelve (12) PIN or signature point of sale Check Card transactions (excludes ATM transactions) per month.

ACCOUNT LIMITATIONS

This account has unlimited check writing with no per check charges.

➔ *About Our Basic/Senior Checking (Ages 60+)*

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no monthly service fee or per check charge.

➔ *About Our Senior Class Checking (Ages 60+)*

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no monthly service fee or per check charge. You will receive one box of checks per order, from a limited selection, at no charge.

➔ *About Our Advantage Checking Account*

BALANCE INFORMATION

We compute the balance in our Advantage Checking Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in the account each day.

RATE INFORMATION

Our Advantage Checking Account is designated as a variable rate account. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and credited monthly. For the Advantage Checking Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period.

MINIMUM BALANCE REQUIREMENTS

You must maintain the minimum daily balance of \$100 to avoid a fee. There is no minimum daily balance required to obtain the Annual Percentage Yield.

➔ *About Our Advantage Plus Checking Account*

BALANCE INFORMATION

We compute the balance in our Advantage Plus Checking Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in the account each day.

RATE INFORMATION

Our Advantage Plus Checking Account is designated a variable rate account on the Rate and Fee Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and credited monthly. For the Advantage Plus Checking Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is a monthly service fee as stated on the accompanying Rate and Fee Schedule. There is no minimum daily balance required to obtain the Annual Percentage Yield as stated on the Rate and Fee Schedule.

ACCOUNT LIMITATIONS

Your selected style checks will be imprinted with your name and address at no additional cost when you open a new account. This account has unlimited check writing with no per check charges.

➔ *About Our Campus Checking*

RATE INFORMATION

This is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no monthly service fee or per check charge.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Valley Strong Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are Certificate Accounts and Simple Saver Certificate.

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

Your account will mature as reflected on the Rate and Fee Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

EXCEPTIONS TO PENALTIES

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws; or
2. Such withdrawal is made as a result of the voluntary or involuntary liquidation of Valley Strong Credit Union issuing the account.

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 the account each day.

RATE INFORMATION

Our share certificate accounts are designated fixed rate accounts on the Rate and Fee Schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly.

➔ *About Our Certificate Accounts*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a share certificate account is indicated on the Rate and Fee Schedule. You must maintain the minimum daily balance to obtain the Annual Percentage Yield stated on the Rate and Fee Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as the original term unless you withdraw all of the funds in your account at maturity. There is a ten (10) day grace period following maturity of this account.

ACCOUNT LIMITATIONS

Dividends may be credited to your sub-account, paid to you by check, or credited to your certificate account. If earned dividends are paid to you or credited to your sub-account before maturity, the Annual Percentage Yield will be reduced. If your dividends are credited to your certificate account, they are not available for withdrawal until maturity. See **Early Withdrawal Penalty**.

EARLY WITHDRAWAL PENALTY (FOR CERTIFICATES OPENED OR ROLLED OVER PRIOR TO JULY 1, 2018)

We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be as follows:

If the qualifying period is less than twelve (12) months, you will forfeit an amount equal to all dividends for ninety (90) days on the full amount of the certificate, whether earned or not. If the qualifying period is twelve (12) months or more, you will forfeit an amount equal to all dividends for one hundred-eighty (180) days on the full amount of the certificate, whether earned or not. If funds are withdrawn early, the entire certificate must be closed, and the penalty will be calculated on the full amount of the certificate.

EARLY WITHDRAWAL PENALTY (FOR CERTIFICATES OPENED OR ROLLED OVER ON OR AFTER JULY 1, 2018)

We may impose a penalty if you withdraw any of the funds from your account before the maturity date (except for the crediting of dividends as described above). Based upon the qualifying period of the certificate, you will forfeit an amount equal to all dividends for the specified number of days below on the full amount of the certificate, whether earned or not, as set forth in the table below:

Certificate Term	Early Withdrawal Penalty
6 month	90 days dividends
12 month	270 days dividends
18 month	180 days dividends
24 Month	540 days dividends
36 month	810 days dividends

If your certificate has not remained on deposit at least the number of days of the applicable early withdrawal penalty, the early withdrawal penalty may exceed the actual dividends earned and could result in a further reduction of the principal balance of your certificate. If funds are withdrawn early, the entire certificate must be closed, and the penalty will be calculated on the full amount of the certificate.

➡ ***About Our Simple Saver Certificates***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Simple Saver Certificate Account is \$25.00. You must maintain the minimum daily balance of \$25.00 to obtain the Annual Percentage Yield stated on the Rate and Fee Schedule.

RENEWAL OF ACCOUNT/GRACE PERIOD

If the balance is under \$1,000.00 at the end of the term your account will automatically renew at maturity for the same time period as the original term unless you withdraw all of the funds in your account at maturity. There is a ten (10) day grace period following maturity of this account.

ACCOUNT LIMITATIONS

A recurring monthly deposit of \$25.00 must be made into the account. You may make deposits into this account at any time. Dividends will be credited to your certificate account and will not be available for withdrawal until maturity. See **Early Withdrawal Penalty**.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be equal to one hundred-eighty(180) days dividends calculated on the full amount of the certificate, whether earned or not.

➡ ***About Our IRA Certificate Accounts***

Our IRA Certificate Accounts include the Traditional IRA, SEP IRA Roth IRA, and Coverdell Education Savings Certificate.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your IRA Certificate Account is \$1,000. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate and Fee Schedule and to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as the original term unless you withdraw all of the funds in your account at maturity. There is a ten (10) day grace period following maturity of this account.

ACCOUNT LIMITATIONS

You may make deposits (i.e.; contributions, rollovers, and trustee-to-trustee transfers) into this account at any time. If you are under 59 ½ years of age, your dividends are credited to your certificate account and they are not available for withdrawal. If you are over fifty-nine and half (59 ½) years of age, earned dividends may be withdrawn at any time. See **Early Withdrawal Penalty**.

EARLY WITHDRAWAL PENALTY (FOR IRA CERTIFICATES OPENED OR ROLLED OVER PRIOR TO SEPTEMBER 1, 2018)

We may impose a penalty if you withdraw any of the funds from your account before the maturity date unless you are fifty-nine and half (59 ½) years of age or older. We may impose a penalty, regardless of age, for transfers and rollovers to other financial institutions if done before the maturity date. The penalty imposed shall be as follows:

If the qualifying period is less than twelve (12) months, you will forfeit an amount equal to all dividends for ninety (90) days on the full amount of the certificate, whether earned or not. If the qualifying period is twelve (12) months or more, you will forfeit an amount equal to all dividends for one hundred-eighty (180) days on the full amount of the certificate, whether earned or not. If funds are withdrawn before maturity, the entire certificate must be closed.

EARLY WITHDRAWAL PENALTY (FOR CERTIFICATES OPENED OR ROLLED OVER ON OR AFTER SEPTEMBER 1, 2018)

We may impose a penalty if you withdraw any of the funds from your account before the maturity date unless you are fifty-nine and half (59½) years of age or older. We may impose a penalty, regardless of age, for transfers and rollovers to other financial institutions if done before the maturity date. Based upon the qualifying period of the certificate, you will forfeit an amount equal to all dividends for the specified number of days below on the full amount of the certificate, whether earned or not, as set forth in the table below:

IRA Certificate Term	Early Withdrawal Penalty
12 month	270 days dividends
24 Month	540 days dividends
36 month	810 days dividends
48 month	1080 days dividends
60 month	1440 days dividends

If your certificate has not remained on deposit at least the number of days of the applicable early withdrawal penalty, the early withdrawal penalty may exceed the actual dividends earned and could result in a further reduction of the principal balance of your certificate. If funds are withdrawn early, the entire certificate must be closed, and the penalty will be calculated on the full amount of the certificate.

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.

ELECTRONIC FUND TRANSFERS (EFT) DISCLOSURE

This EFT Disclosure and Agreement ("Agreement") as amended from time to time sets forth the terms and conditions governing the use of the Valley Strong Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Valley Strong Credit Union is given below, followed by specific disclosure information for each service. Valley Strong Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable, and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. 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 Valley Strong Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the Member, and the terms "we," "us" and "our(s)" refer to Valley Strong Credit Union.

DIRECT DEPOSIT OR WITHDRAWAL OF FUNDS

Information from a check, draft, or similar paper instrument is used as a source of information to initiate a one-time electronic fund transfer from a consumer's account. The consumer must authorize the transfer. If a transaction fitting this description was performed in error, contact the Credit Union within sixty (60) days of the statement date that shows the transaction that was not authorized.

ACH CARD

An ACH Card is a card issued by a third party allowing access to a consumer account held at the Credit Union. Disclosures are issued by the issuing third party prior to activating the ACH card. Transactions performed with the ACH card clear through the ACH Network and can be returned for non-sufficient funds and/or result in overdraft fees. Any benefits and protections for transactions performed with an ACH card issued by a third party may vary from those available through debit cards issued by the Credit Union. Transactions performed with an ACH card must be disputed with the issuing third party. Information on how to dispute ACH card transactions should be stated in the disclosures provided by the issuer.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN), unless a customized PIN was selected at the time of card creation, that must be used with the ATM/Check Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM/Check Card or where it is easily accessible by others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15.00 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS

Tell us AT ONCE if you believe your ATM/Check Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your ATM/Check Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/Check Card or PIN, and we can prove that we could have stopped someone from using your ATM/Check Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/Check Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING CHECK CARDS

Tell us AT ONCE if you believe your Check Card and/or Personal Identification Number (PIN) has 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 of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within sixty (60) days of our sending your statement, you can lose no more than \$50.00 if someone used your check card without your permission. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the close of the sixty (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 sixty (60) day period, we will extend the sixty (60) day period by a reasonable period. If you have authorized someone else to use the Check Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

SPECIAL NOTICE TO VISA® CHECK CARDHOLDERS

If there is an unauthorized use of your Visa Check Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, 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, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION OR A LOST OR STOLEN CARD

If you believe your ATM/Check Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (661) 833-7900 or (800) 221-3311, or write to us at P.O. Box 9506, Bakersfield, California 93389-9506.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

BUSINESS DAYS

Our business days are Monday through Friday, excluding holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your share or checking 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:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/Check Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/Check Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) 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 not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (661) 833-7900 or (800) 221-3311, or write us at P. O. Box 9506, Bakersfield, California 93389-9506 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. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the 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.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

CHARGES

In order to obtain the electronic services listed, you must open and maintain a share and checking account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address or e-mail address if you have opted-in to eStatements/eNotices as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Check Cards or designated accounts.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/Check Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM Card, Check Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM Card, Check Card, PIN or account; or
- c) you or any authorized user of your ATM Card, Check Card, PIN or account request that we do so.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

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

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

CONSUMER REPORTS

The Credit Union makes credit available to its Members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share draft account or the issuance of an ATM card, check card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorizes any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

➡ *Additional Disclosure Applicable to Automated Clearing House (ACH) Services*

DOCUMENTATION OF DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (661) 833-7900 or (800) 221-3311 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

a) Right to stop payment and procedure for doing so.

If you have made arrangements for regular or recurring payments to be withdrawn from your account, you can stop any of these payments or withdrawals. Here's how:

Call us at (661)833-7900 or (800) 221-3311, or write to us at P.O. Box 9506, Bakersfield, California 93389-9506, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- Make deposits to your share/savings or share draft/checking account;
- Make loan payments;
- Pay bills directly from your share/savings or share draft/checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases;
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees; and
- Make a one-time debit from your account at another financial institution using the PayNet service; and
- Make a one-time debit from your account to another financial institution using Person to Person (P2P) or Account to Account (A2A) service.

All payments and deposits are subject to later verification by us.

➡ *Additional Disclosures Applicable to ATM and POS Services*

RULES FOR USE

By using your ATM/Check Card with your personal identification number (PIN) at automated teller machines (ATMs) or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or checking account(s) in accordance with the instructions given at the terminals. All ATM/Check Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

ATM FEES

When you use an ATM not owned by Valley Strong Credit Union, you may be charged a fee by the ATM operator and you 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 or Check Card issued by Valley Strong Credit Union for use of an electronic terminal operated by Valley Strong Credit Union.

TRANSACTIONS AVAILABLE

You may use your ATM/Check Card to perform the following transactions:

- Make deposits to your share or checking accounts;
- Withdraw cash from your share, checking account or line of credit;
- Transfer funds between your share and checking accounts;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS

Generally, you may make ATM cash withdrawals up to \$510.00 each twenty-four (24) hour period as long as your available balance will cover the transaction, unless the Credit Union has your affirmative consent (opt-in) on file for overdrafts based on ATM withdrawals or everyday check card transactions. Various institutions that participate in networks of which the Credit Union is a Member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

Generally, you may make POS transactions up to \$5,000 each 24-hour period as long as your available balance will cover the transaction and the request is coming from your checking account.

ACCESS CARDS

All ATM Cards/Check Cards are nontransferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/Check Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

FOREIGN TRANSACTIONS

Purchases and cash advances made in a foreign country will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency will be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

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 or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM/Check 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/Check Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

➡ *Additional Disclosures Applicable to Audio Response (Data Voice)*

TRANSACTIONS AVAILABLE

You may use the audio response service (Data Voice) to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date, and amount;
- Obtain clearance of specific checks;
- Transfer funds among your share, club, and checking accounts;
- Transfer funds from your line of credit to your checking and share savings accounts; and
- Make loan payments.

All payments and deposits are subject to later verification by us.

➔ ***Additional Disclosures Applicable to Visa® Check Card Services***

ISSUANCE OF CARD

“Card” means the Valley Strong Credit Union Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Check Card.

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.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

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

Generally, you may make ATM cash withdrawals or POS transactions up to \$510.00 each twenty-four (24) hour period as long as your available balance will cover the transaction, unless the Credit Union has your affirmative consent (opt-in) on file for overdrafts based on ATM withdrawals or everyday check card transactions. Generally, you may make Visa Check Card or POS transactions up to \$5,000.00 each twenty-four (24) hour period as long as your available balance will cover the transaction, unless the Credit Union has your affirmative consent (opt-in) on file for overdrafts based on ATM withdrawals or everyday check card transactions.

Various institutions that participate in networks of which the Credit Union is a Member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your checking account at ATMs, merchants, or financial institutions that accept Visa Check Cards;
- Transfer funds among your checking account, your share account, and/or the line of credit; and
- Make deposits to the checking account and/or share accounts at the Credit Union.

You may use the card without the PIN to:

- Purchase goods or services at places that accept Visa Check Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept Visa Check Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other debit card network; and
- Make automatic payments from your account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

Use of the card, the account number on the card, the PIN or any combination of the three (3) for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Check Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account.

All Check Card transactions covered by this Agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this Agreement. Any future changes to your account agreements may affect the use of the card. When the Credit Union receives notification of a Check Card transaction, it will put a hold on an equivalent amount of available funds in your checking account for three (3) business days (or for up to thirty (30) business days for certain types of check card transactions). Please see the section entitled “Authorization Holds for Check Card Transactions” for further details regarding merchant authorization holds.

ILLEGAL USE OF CHECK CARD ACCOUNT

You agree that your Visa Check Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

OVERDRAFTS

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account, unless you have available Courtesy Pay. If you do not have Courtesy Pay, the Credit Union may deduct the amount of any overdraft on your account from any other account you have with the Credit Union, except an Individual Retirement Account.

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.

FOREIGN TRANSACTIONS

Purchases and cash advances made in a foreign country will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency will be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

VISA® ACCOUNT UPDATER (VAU) AND VISA® CHECK CARD SECURITY CALLS

As a participant in the Visa payments system, the Credit Union participates in the Visa Account Updater (VAU) service. VAU allows for the electronic exchange of updated account information between the Credit Union, Visa and the merchants or companies with whom you have authorized recurring payment transactions. The VAU service helps to minimize disruptions that can result from expired or reissued cards, lost or stolen cards, new and closed accounts, and similar events. If you do not wish to participate in the VAU service and prefer that we do not share this information, you can opt-out of either or both by contacting the Credit Union either by phone or by visiting any one of our branch locations. Additional information and disclosures will be provided to you with your Visa Check Card.

In addition, the Credit Union may share contact information required for Visa security to make calls or send text messages to verify Visa Check Card transactions.

➡ *Additional Disclosures Applicable to Home Banking Services (DataNet)*

SYSTEM REQUIREMENTS

DataNet Home Banking Services allows convenient access to your account information twenty-four (24) hours a day. To use DataNet you must have a computer, modem, Internet Service, browser, your account number and an Access Code.

TRANSACTIONS AVAILABLE

You may use the DataNet service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share draft/checking, share account and line of credit;
- Download transaction information to personal financial management software from checking and share account;
- Make loan payments;
- Pay bills through Bill Pay from checking;
- Make address changes;
- Request stop payments;
- Order copies of checks;
- Request copies of statements;
- Apply for loans or new sub-account;
- View eStatements and eDocuments;
- View check images;
- Transfer funds between Valley Strong and external financial institutions;
- View aggregated account information from outside financial institutions;
- Transfer funds to accounts of other members; and
- P2P Transfers.

➡ *Additional Disclosures Applicable to Bill Pay Services*

SYSTEM REQUIREMENTS

To use Bill Pay Services you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at (661) 833-7900 or (800) 221-3311 for Bill Pay Services or write to us at P.O. Box 9506, Bakersfield, CA 93389-9506, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use your Bill Pay Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.
- P2P Transfers.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Credit Union's Bill Pay Service:

- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments twenty-four (24) hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one (1) to two (2) business days.

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four (4) business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten (10) business days to process.

MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date; and
- P2P transfers.

➡ *Additional Disclosures Applicable to Mobile Banking Services*

SYSTEM REQUIREMENTS

To use the Mobile Banking service, you must have a smart phone or tablet device with a service plan that includes data and Internet access, your DataNet Home Banking login information and download the Valley Strong Credit Union Application from your smartphone or tablet's application store. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.

TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain loan and deposit accounts balance information;
- View account transactions;
- Make account transfers between your share and share draft/checking accounts;
- Transfer funds between Valley Strong and external financial institutions;
- View aggregated account information from outside financial institutions;
- Deposit checks through Remote Deposit Capture service (contact your mobile device carrier for applicable date charges); and
- Pay bills through Bill Pay from checking.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Banking service:

➔ *Additional Regulations Relating to Fund Transfers (Wire Transfers)*

1. This Agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The Credit Union may establish or change cutoff times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cutoff time will be 1:00 P.M. (PST) at Valley Strong Credit Union on each Monday through Friday that the Credit Union is open, excluding holidays. Payment orders, cancellations, or amendments received after the applicable cutoff time, or on a Saturday, may be treated as having been received on the next funds transfer business day and processed accordingly.
3. The Credit Union may charge your account for the amount of any funds transfer initiated by the Member or any person authorized by the account owner as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. The account owner will be notified of the security procedure, if any, to be used to verify payment orders issued by the account owner or for which the account owner's account will be liable. The account owner agrees that the authenticity of payment orders may be verified using that security procedure unless the account owner notifies the Credit Union in writing that he/she does not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from the account owner or other authorized parties on the account until the account owner and the Credit Union agree, in writing, on an alternate security procedure.
5. If the account owner sends or receives a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall be the law covering the Fedwire transaction. This means that the account owner's rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.
6. If the account owner gives the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that the account owner will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number provided to the Credit Union by the account owner.
7. If the account owner gives the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that the account owner will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number provided by the account owner.
8. The Credit Union may at its discretion give the account owner credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. The account owner is hereby notified and agrees, if the Credit Union does not receive such final settlement, that it is entitled to a refund from the account owner of the amount credited to the account owner in connection with that ACH entry. This means that the Credit Union may provide the account owner with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on the account owner's account and the account owner would be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide the account owner with next day notice of receipt of ACH credit transfers to the account owner's account. The account owner will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

This Remote Deposit Capture Disclosure and Agreement as amended from time to time “Agreement” sets forth the terms and conditions governing the use of Valley Strong Credit Union’s Remote Deposit Capture services “Remote Deposit Capture”. Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Remote Deposit Capture services offered by Valley Strong Credit Union, you agree to be bound by the terms and conditions of this Agreement. In this Agreement, the terms “you” and “your(s)” refer to the Member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to Valley Strong Credit Union.

WHAT IS REMOTE DEPOSIT CAPTURE?

Remote Deposit Capture is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Valley Strong Credit Union Mobile Application and your smart phone or other mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

SYSTEM REQUIREMENTS

To use Remote Deposit Capture, you must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information. You must also have the Valley Strong Credit Union Mobile Application installed on your mobile device. The Valley Strong Credit Union Mobile Application can be downloaded from your device’s application store. The Operating System version must be compatible with the latest version of the application.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words “For Mobile Deposit at Valley Strong,” your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An “Electronic Image” must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank’s pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items are **not** accepted for deposit through the Mobile Deposit service:

- Items displaying a “non-negotiable” or “void” notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler’s checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by Valley Strong Credit Union’s current procedures relating to the Remote Deposit Capture service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Remote Deposit Capture service as the Credit Union may establish from time to time.

TRANSACTION LIMITATIONS

For additional transaction limitations, please refer to our separate terms and conditions for Remote Deposit Capture. We reserve the right to modify limits from time to time.

PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable “Paying Bank”; (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the

original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Remote Deposit Capture service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Remote Deposit Capture service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 4:00 p.m. PST on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays and holidays) will be credited to your account on the first (1st) business day after the day we receive your deposit. Deposits received after 4:00 p.m. PST on a business day the Credit Union is open will be credited on the second (2nd) business day after we receive your deposit. Funds that you deposit using the Remote Deposit Capture service may not be immediately available to you.

FEES

All fees or charges associated with the Remote Deposit Capture service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Remote Deposit service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient available funds in the designated account.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of sixty (60) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (661) 833-7900 or (800) 221-3311 or write to us at P.O. Box 9506, Bakersfield CA 93389-9506. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

SERVICE AND MAINTENANCE

We may periodically audit the Remote Deposit Capture service and infrastructure. From time to time, the Credit Union may disable the Remote Deposit Capture service without prior notice for scheduled maintenance and upgrades to the system. In the event the Remote Deposit Capture service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at P.O. Box 9506, Bakersfield CA 93389-9506.

OUR RIGHT TO AUDIT

We may periodically audit your individual transactions and use of the Remote Deposit Capture service to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Remote Deposit Capture service at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.
- d) The Credit Union will no longer be offering the service.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

MEMBER WARRANTIES AND INDEMNIFICATION

By using the Remote Deposit Capture service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Remote Deposit Capture service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Remote Deposit Capture service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Remote Deposit Capture service.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

ELECTRONIC DISCLOSURE OF REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

By accessing the Remote Deposit Capture service, you acknowledge and accept electronic receipt of the Credit Union's Remote Deposit Capture Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Remote Deposit Capture service or designated accounts.

GOVERNING LAW; ATTORNEYS' FEES

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

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

YOUR ABILITY TO WITHDRAW FUNDS

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was 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 available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the \$225.00 of your deposits will be available on the first business day.

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 will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new Member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

HOLDS ON OTHER FUNDS (CHECK CASHING)

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

HOLDS ON OTHER FUNDS (OTHER ACCOUNT)

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

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

Accounts subject to escheatment will be assessed the Escheatment Fee as stated on the Rate and Fee Schedule.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share, share draft, share certificate, trust, Totten trust or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, 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.

CONSENT TO CONTACT

You agree that whenever you provide us with a telephone number in connection with any transaction, communication, application or agreement (including a cellular, residential, or other telephone number), you are giving us your prior express consent to contact you using that telephone number for any purpose.

ACCOUNT OWNERSHIP

The ownership of trust, Totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement "Account Holder". Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement "Account Holder". Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

SPECIAL RULES FOR JOINT ACCOUNTS

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 and will be owned by all Account Holders jointly and equally regardless of their net contributions and 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).

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.

NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written

notice to your address as it appears on our records. 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.

ABILITY TO PLEDGE FUNDS

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.

ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of offset and charges, notwithstanding the source of the contribution.

ORDER OF POSTING; UNDERSTANDING YOUR AVAILABLE AND CURRENT BALANCE

Order of Posting: The order in which items are paid is important if there is not enough money available in your account to pay all of the items that are presented. We will pay items such as checks, automated debits (ACH), Check Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in lowest to highest dollar amount order. For ACH transactions, deposits are posted first then withdrawals/debits are posted by settlement date in the order received. Same Day ACH transactions are additional ACH transactions received at a later time on the same day, with the same settlement date. Same Day ACH transactions received with the current business day's settlement date will be posted by 5 p.m. on the same business day. For ATM Card and Check Card PIN transactions, items are posted in the real-time when received. Check Card signature transactions can result in holds on the available balance on your account (please see "Authorization Holds for Check Card Transactions" section below for further details), and are posted to your account in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

Current and Available Balances: It is also important that you understand the difference between your "current balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal without taking your account negative. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your current balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds, including merchant authorization holds, on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions without overdrawing your account. "Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction, but the transaction is paid under the Courtesy Pay Service, which results in a negative "overdrawn" balance. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

For example, assume you have a current balance of \$50 and an available balance of \$50. If you use your check card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "authorization hold"). Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will post the transaction to your account, and your current balance will also be reduced by the amount of the posted transaction.

We use your available balance to determine whether your account is overdrawn and whether Courtesy Pay Service Fees will be assessed. Your account is considered overdrawn when the available balance in your account is negative (less than \$0).

You understand that you may be overdrawn even when your current balance shows positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic payments or recent deposits. In addition, your available balance will not reflect all of your check card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time check card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of check card

transactions), we are required to release the authorization hold on the transaction (further information regarding these merchant authorization holds can be found in the “Authorization Holds for Check Card Transactions” section below). The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. You must keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Your Ability to Withdraw Funds Policy.” If you have additional questions about your available or current balance, please see a team member or call (661) 833-7900 or (800) 221-3311.

AUTHORIZATION HOLDS FOR CHECK CARD TRANSACTIONS

When you use your check card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your check card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your check card is swiped before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of check card transactions) from the time of the authorization, or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

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:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- 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.

NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS 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 TIS Agreement.

CONSUMER REPORTS

The Credit Union makes credit available to its Members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share draft account or the issuance of an ATM card, check card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorizes any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

NEGATIVE CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Valley Strong Credit Union, P.O. Box 9506, Bakersfield, CA 93389-9506, so we can investigate.

POST-DATED SHARE DRAFTS AND CHECKS

The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

EXAMINATION OF STATEMENTS

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

SIGNATURES, AUTHORIZED SIGNERS FACSIMILE AND SUBSTITUTE SIGNATURE USERNAME, PASSWORD, OR PIN SECURITY PASSWORDS AND ACCESS OPTIONS SIGNATURES

When and if your signature is required on any Valley Strong application, agreement, disclosure, consent, form or any other document we require, Valley Strong may accept your original handwritten signature or your electronically-captured handwritten signature using an authorized Valley Strong signature pad or device. We may accept your electronically-captured handwritten signature submitted to us using a non-Valley Strong pad or device, or any other form of electronic signature submitted to us, in our sole and absolute discretion and only if Valley Strong-approved hardware, software and secure delivery systems were used. You understand and agree that any such signature shall be legally binding. You agree that use of your Username, Password, Personal Identification Number (PIN), an approved facsimile or substitute signature constitutes your signature, acceptance and agreement as if actually signed by you in writing. You further understand that any recorded verbal authorization given by you to Valley Strong shall also have the same force, legal effect and validity as your handwritten signature, unless otherwise prohibited by law. Valley Strong reserves the right to reject any signature presented or received in its sole and absolute discretion.

Authorized Signers - Each Account Owner agrees to sign a New Account Card when you open an account with Valley Strong and further agrees to sign an updated New Account Card upon request by Valley Strong. You agree that we may rely on any signature you provide to us on your New Account Card. If your account has more than one Account Owner, you understand that we will only require one (1) Account Owner's signature on a check or other withdrawal, regardless of any independent and separate agreement between Account Owners. You understand that Valley Strong does not allow accounts that require the signature of more than one Account Owner on checks or withdrawals and does not allow accounts with other or special instructions regarding required signatures for checks and withdrawals. You understand and agree that each Account Owner shall have equal access to the account, regardless of their net contributions to the account.

In the event of conflicting instructions, Valley Strong may require a written instruction bearing the signature of all Account Owners or authorized signers.

Approved Facsimile or Substitute Signature - You may use an alternative method of signing documents in connection with your Valley Strong account(s), such as a facsimile or substitute signature, upon our prior approval. Before we approve your use of any form of facsimile or substitute signature, we will require you to provide us with, among other things as applicable, a sample of the proposed facsimile or substitute signature. In addition, if you need to use a specific mark as a substitute for your signature, we will require you to have a witness present when you sign any document. If the document requires a notarized signature, you understand that you will have to have two witnesses present when you sign. You understand that your witness/es will have to present us with valid photo identification, write your name for you next to your mark and execute a separate document attesting that he/she/they witnessed you make your mark. In the event we approve your use of any form of facsimile or substitute signature, you agree that the approved facsimile or substitute signature shall have the same legal effect as an original handwritten signature on any and all Valley Strong documents it may appear. You agree to execute and deliver documents in the form we require. You agree to protect any approved facsimile or substitute signature from any unauthorized use and keep any approved facsimile or substitute signature secure from others as appropriate. You understand and agree that you shall bear the entire risk of loss suffered by you and/or us as a result of any unauthorized use of an approved facsimile or substitute signature, whether or not you were negligent, except as may be required by applicable

law, and that we shall have no duty to determine the authority of any person so affixing such a signature to any item. You understand and agree that any unauthorized use of an approved facsimile or substitute signature will not be considered a forgery or an unauthorized signature and will have the same legal effect as if you signed or endorsed the document at issue. You agree to indemnify and hold us harmless from and against any and all loss, damages, liability, claims, exposure, or costs (including but not limited to reasonable attorney fees) we may suffer as a result of any and all unauthorized or unlawful use or misuse by any person of an approved facsimile or substitute signature. We reserve the right to reject any facsimile or substitute signature presented to us that does not conform to the sample of the approved facsimile or substitute signature in our file for your account in our sole and absolute discretion.

NON-CASH PAYMENTS

Non-cash payments deposited into an account may be credited subject to final payment.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

ATTORNEYS' FEES AND OTHER FEES

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

CREDIT UNION'S RIGHT TO OFFSET

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. The Credit Union may also apply the funds held in a joint account to cover any amount owing to the Credit Union by any individual Account Holder(s). Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except as to Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law. In the event that there are insufficient funds in an any account designated by Account Holder(s) for purposes of making automatic payments pursuant to an agreement with the Credit Union (e.g., safe deposit box rental agreement, etc.), Credit Union may deduct any and all amounts due from any other account of the Account Holder(s).

GOVERNING LAW

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

➡ *Share Account Agreement*

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

➡ *Share Draft Account Agreement*

WITHDRAWALS, APPROVED METHODS

Only share drafts and other methods approved by the Credit Union may be used to withdraw funds from a share draft account.

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.

DEMAND DRAFTS

The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

OVERDRAFTS

The Credit Union is under no obligation to pay a share draft or other item which exceeds the available balance in an account; the Credit Union may, however, pay such item and recover or obtain a refund of the amount of the resulting overdraft plus the Courtesy Pay Service Fee from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder. We may close, without prior notice, any account with excessive NSF and/or overdraft activity, and report the account to a consumer reporting agency. When an item is returned unpaid due to insufficient available funds and not covered by the Courtesy Pay Service (see Courtesy Pay Service), you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule.

COURTESY PAY SERVICE

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor items for which there are insufficient available funds. This is the Credit Union's Courtesy Pay Service. The Credit Union provides the Courtesy Pay Service 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.

Qualification

To be eligible for the Courtesy Pay Service, you must meet all of the following criteria:

- Be a Member in good standing with the Credit Union;
- Share draft account must be opened for a minimum of one (1) month;
- There is a thirty (30) day waiting period for the Courtesy Pay Service on all eligible new accounts;
- Continue to make deposits consistent with past practices, and depositing at least \$500.00 or more in the account within each thirty (30) day period (Note, your account must remain positive for a period of at least one (1) business day for the thirty (30) day period to be satisfied); and
- You are not in default with any loan obligation with the Credit Union.

Eligibility is at the sole discretion of the Credit Union and is based on you managing your share draft account in a responsible manner.

The Courtesy Pay Service is a benefit. Any payment made by us under the Courtesy Pay Service will be made on a case-by-case basis, in our sole and absolute discretion. The Courtesy Pay Service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Service is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

Description of Service

By participating in the program, the Credit Union may honor overdrafts, including checks/share drafts over-the-counter, checks/share drafts, automated debits (ACH), and recurring check card transactions resulting in an overdraft.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM withdrawal or everyday check card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawal or everyday check card purchases, contact us in-person; by calling us at (661) 833-7900 or (800) 221-3311 (outside of Bakersfield); by writing to us at P.O. Box 9506, Bakersfield, CA 93389-9506; or logging online at www.valleystrong.com. Complete the Overdraft Consent Form, which is provided with this disclosure, and return it to any Credit Union branch or mail it to us at the address shown. The Credit Union will provide you with written confirmation of your opt-in choice.

You may revoke your authorization to have us pay your ATM transactions and everyday check card transactions at any time, using any method made available to you for providing consent as described above. Your decision to opt in does not guarantee that we will always pay your ATM transactions or everyday card transactions when your available balance is insufficient to cover the transaction.

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 Service fee, as stated in the Credit Union's Fee Schedule. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The following Courtesy Pay Service limits, including the Courtesy Pay Service fee, for each account type are:

- \$500.00 for the Makes Cents Checking account; or
- \$500.00 for the Makes Cents II Checking account; or
- \$500.00 for the CentsAble Checking account; or
- \$500.00 for the Basic Checking* account; or
- \$500.00 for the Basic/Senior Checking* account; or

- \$1,000.00 for the Senior Class Checking* account; or
- \$1,000.00 for the Advantage Checking* account; or
- \$1,000.00 for the Advantage Plus Checking* account.

* Although this checking account product is no longer offered, existing accounts are not affected and remain subject to all terms and conditions contained in the Truth in Savings Disclosure and Agreement, including Courtesy Pay (now referred to as the "Courtesy Pay Service"). Please refer to the About Our Discontinued Checking Accounts section.

Note: The Kappa Checking and Campus Checking accounts are not eligible for the Courtesy Pay Service.

In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds or overdraft checks, items or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any such check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty (30) days from the date of any notice sent to you. If you fail to cover the total overdraft amount within thirty (30) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay Service fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. This means that more than one Courtesy Pay Service fee may be assessed against your share draft account per day depending upon the number of overdrafts authorized and paid through the service. The charge for Courtesy Pay Service is described in our Fee Schedule.

NOTICE REGARDING NSF FEES: When an item is returned unpaid due to insufficient available funds and not covered by the Courtesy Pay Service, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

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.

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.

Opt-Out

If you do not want the Courtesy Pay Service for transactions other than your ATM and everyday check card transactions, you must inform the Credit Union in-person; by calling us at (661) 833-7900 or (800) 221-3311 (if of Bakersfield); or by writing to us at P.O. Box 9506, Bakersfield, CA 93389-9506.

STALE-DATED SHARE DRAFTS

The Credit Union is under no obligation but may pay a share draft which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

STOP PAYMENTS

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that fourteen (14) day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period. A fee may be assessed with the stop payment. Refer to the Schedule of Fees.

TRUNCATION OF DRAFTS

The Account Holder(s) acknowledges that share drafts are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

LIABILITY OF CREDIT UNION

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 share draft, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

CLOSURE OF ACCOUNT

The Credit Union may close a share draft account at any time. Closure of a share draft account will not affect the obligation to pay any outstanding balances or charges owed.

FOR SHARE DRAFT ACCOUNTS WITH SHARE OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft or otherwise initiates a transaction that would result in this Share Draft Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party initiated the transaction, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the item and to credit such charge to this Share Draft Account, as well as any associated overdraft transfer fee as set forth in our Schedule of Fees.

We will not transfer more than the available account balance in a linked share account, even if the amount of the overdraft is more than the available amount. If you have linked more than one share account to your Share Draft Account for Share Overdraft Protection, if the available balance in the first linked share account is not enough to pay the transactions you have initiated on any day, we will transfer the available funds from the first linked share account, then move to the next linked share account(s). When you enroll in this service, you will tell us the order in which you want us to make transfers.

If you have established Loan Overdraft Protection that covers your Share Draft Account overdraft transactions, any transactions that are not paid pursuant to the Loan Overdraft Protection will be subject to the rules outlined in the “For Share Draft Accounts with Loan Overdraft Protection” section below. If you have not established Loan Overdraft Protection, any transactions that are not paid pursuant to Loan Overdraft Protection will either be paid or returned, and Courtesy Pay Service fees or NSF fees will be charged as if you did not have Overdraft Protection. See below for further details.

FOR SHARE DRAFT ACCOUNTS WITH LOAN OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft or otherwise initiates a transaction that would result in this Share Draft Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Share Draft Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft and any associated fees, provided that any such advance does not exceed the loan’s available credit limit. The terms and conditions, including loan payment, fees and interest charge terms, applicable to the loan account are set forth in the loan disclosure provided to you separately.

➡ *Share Certificate Account Agreement*

PLEDGING OF FUNDS

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

