ACCOUNT DISCLOSURES and AGREEMENT

Truth-In-Savings Disclosure
Terms and Conditions
Funds Availability Policy Disclosure
Electronic Fund Transfer Disclosure & Agreement
Substitute Checks
Arbitration Agreement

PLEASE KEEP THIS BROCHURE FOR YOUR RECORDS

This Disclosure supersedes all Disclosures prior to the effective date shown below.
Effective October 20, 2025

EAST COUNTY SCHOOLS FEDERAL CREDIT UNION

1069 Graves Avenue, Suite 100 - El Cajon, CA 92021-4573
Phone: (619) 588-1515 Fax: (619) 588-2197

EastCountySchools.org

Revised 10.20.2025

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TRUTH-IN-SAVINGS DISCLOSURE

GENERAL INFORMATION

In the following agreement, the words "YOU," "YOUR," "YOURS," and "MEMBER" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a Membership Application / Signature Card for each respective Account. The words "WE," "US," "OUR," "Credit Union," and "ECSFCU" mean the EAST COUNTY SCHOOLS FEDERAL CREDIT UNION (East County Schools FCU). We may change terms, conditions, requirements or amend the disclosure from time to time without notice, except as required by the Truth-In-Savings Act. However, before any charge or fee is increased or added, you will receive advance notice. You may always obtain more information by calling us at (619) 588-1515. You understand the agreements, rules, and regulations applicable to your saving(s), money market(s), checking accounts(s), and any other applicable account(s) remain in full force and effect and continue to be applicable unless specifically modified.

Please also note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY 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 in the Arbitration and Waiver section.

By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

PAYMENT OF DIVIDENDS

DIVIDEND RATES: The frequency and conditions upon which dividends are paid on all Accounts are in accordance with the Bylaws of this Credit Union, the California Financial Code, and the Truth-in-Savings Act and Regulations.

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

Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) or cash items to your Account if deposited before the close of business.

RATE INFORMATION: All dividend-earning Accounts, with the exception of Term Share Certificate Accounts, are considered variable rate Accounts; the dividend rate and Annual Percentage Yield (APY) may change at the discretion of the Credit Union. For specific dividend rate(s) for each type of dividend-bearing Account, you may refer to the attached Dividend Rates Sheet, which is incorporated by this reference. Current rate information minimum balance to open and earn the APY for these Accounts can be found in the Dividend Rates Sheet accompanying this disclosure; members may also obtain current rate information by texting or calling the Credit Union at (619) 588-1515 online at www.eastcountyschools.org/savingsrates.

The Dividend Rate and Annual Percentage Yield (APY) on the Money Market Accounts are tiered. A tier is a range of Account balances. Different Rates and APYs apply to the different tiers. When the Money Market Account balance increases or decreases between each tier, the entire Account balance is subject to the applicable Rate for that tier. For example, If your balance falls within the range of Tier 1, you will earn the applicable rate for Tier 1. If your balance falls within the range of Tier 2, you will earn the applicable Rate for Tier 2 on the entire Account balance. Balance fluctuations between tiers will result in a "Blended" Dividend Rate and APY for the month. These rates are subject to change without notice. The Dividend Rates Sheet will show current Rates, APYs, and tiers. Members may also obtain current rate information by calling ECSFCU at (619) 588-1515 or online at www.ecsfcu.org. The Platinum Access Money Market has a balance cap of $250,000 on any given day. Should your balance exceed the balance cap, the excess funds will automatically be transferred to your Regular Share Savings Account at the close of the business day.

The Dividend Rate and Annual Percentage Yield (APY) on the eChecking Accounts are stepped. A step is a range of Account balances. Different Rates and APYs apply to the different steps. When the eChecking Account balance increases or decreases between steps, only the amount of the Account balance within each step is subject to the applicable Rate for that step. For example, If your balance falls within the range of Step 1, you will earn the applicable Rate for Step 1. If your balance falls within the range of Step 2, you will earn the applicable Rate for Step 1 on the balances in Step 1 and the applicable Rate for Step 2 on the balances in Step 2. Balance fluctuations between steps will result in a "Blended" Dividend Rate and APY for the month. These rates are subject to change without notice. The Dividend Rates Sheet will show current Rates, APYs, and steps.

BALANCE COMPUTATION METHOD: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the Account each day.

COMPOUNDING AND CREDITING For all Accounts except Term Share Certificate Accounts, dividends will be compounded monthly and will be credited monthly on the last day of the month. For these Account types, the dividend period is monthly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31.

All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example, is January 31. Dividends on Term Share Certificate

Accounts are compounded monthly and will be credited monthly on the last day of the month and upon maturity. The dividend rate and Annual Percentage Yield (APY) for this Account are stated in the Dividend Rates Sheet. You will be paid this rate until the maturity date of the Account.

If you close any dividend-bearing Account before dividends are credited, you will receive the accrued dividends, less any penalty on Term Share Certificate Accounts.

TERMS AND CONDITIONS, YOUR CHOICE OF ACCOUNT

SAVINGS ACCOUNTS (SHARE SAVINGS)

Our Share Accounts are called Primary Share Account, Secondary Share Account, Holiday Club, Summer Savings Plan, Summer Savings, Escrow Account, Money Market Share Account, Platinum Access Money market, GCCCD Money Market and IRA Share Account and Platinum Access Money Market Account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open your Share Account(s) is disclosed on the Dividend Rates Sheet. You must maintain the minimum balance as disclosed on the Dividend Rates Sheet to obtain the Annual Percentage Yield as stated on the Dividend Rates Sheet.

TRANSACTION LIMITATIONS (ALL SHARE ACCOUNTS): You may make an unlimited number of withdrawals from, or transfers among, your Share Accounts by mail, messenger, or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through online banking if you request that we send you a check.

DISBURSEMENTS (SUMMER SAVINGS): Funds will be disbursed on or about July of each year.

DISBURSEMENTS (HOLIDAY CLUB): Funds will be disbursed on or about November 1 of each year.

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.

TRANSACTION LIMITATIONS (MONEY MARKET SHARE ACCOUNT): The minimum you may withdraw from the Money Market or Platinum Access Money Market Account is $300.00.

CHECKING ACCOUNTS (SHARE DRAFT)

Our Checking Accounts are Regular Checking, eChecking, Business Checking, District Affiliate Checking, Fresh Start Checking, and Teen Checking.

GENERAL AGREEMENT: You understand that the following governs your Checking Accounts (Share Draft) with us, along with any other document applicable to your account, including any opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time at our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written signature on the New Account Application or other agreement to open your account or by using any of the deposit account services, you and any identified account owners agree on the terms contained in this Agreement.

We may recognize the signature of anyone (1) who signed the Signature Card/ New Account Application to transact any business on this Account, including, but not limited to, the causing or making of overdrafts (for which all of you shall be liable) and endorsement of checks payable to any signer of this Account. You hereby appoint each other as agents and attorneys, in fact, to overdraft any of your Share or Loan accounts.

TRANSACTION LIMITATIONS: No transaction limitations apply to these Accounts.

OTHER TERMS AND CONDITIONS: Checking Accounts with no activity for ninety (90) days or more will be considered inactive and may be closed by the Credit Union.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO REGULAR CHECKING ACCOUNTS

A Regular Checking (monthly) fee will be charged in accordance with our Schedule of Fees and Charges for any month in which you do not conduct a minimum of four (4) posted debit or credit transactions (check clearings, ACH debits, Bill pay transactions or other automated debit). The Regular Checking (monthly) fee will be waived if your average daily balance is $500 or greater for that month.

The Credit Union will pay for one (1) box of personal checks per year when you maintain a monthly Direct Deposit of $500 or more to the Regular Checking Account.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO eCHECKING ACCOUNTS

The following components (“eChecking Components”) are required in order for your account to earn Step Rate Dividends in effect for the month.

1. Monthly eStatements
2. Eight (8) Debit Card purchases or payment that post during the dividend period
3. Direct Deposit of $500 or more to the eChecking Account (excluding 10 or 11 monthly paid employees who do not receive payroll on those months. These requirements must be met by the end of the second (2nd) statement cycle from the opening of the eChecking Account. If these requirements are not met within the specified timeframe, you will not earn the stated dividends. For every month thereafter that does not meet the required “eChecking Components”, you will not earn the stated dividends.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO TEEN CHECKING ACCOUNT

1. MINIMUM BALANCE TO OPEN: A minimum initial deposit of $20.00 is required to open a Teen Checking Account.
2. MINIMUM BALANCE REQUIREMENT TO MAINTAIN: None.
3. DIVIDEND RATES: This account is a non-interest-bearing account.
4. ELECTRONIC SERVICES LIMITATIONS: You will be limited to $300 per day for Debit Card POS or ATM Transactions. You will be limited to $300 per day for Signature Debit Transactions.
5. FEES AND CHARGES: Refer to our Schedule of Fees and Charges.
6. ADDITIONAL TERMS AND CONDITIONS: Teen Checking is only available to those members who are a full-time student and between the ages of 13 and 17 at the time the account is opened. A Parent or Legal Guardian must be a signor on the account. The Credit Union will pay for one (1) box of 25 personal checks per year.
7. “GOOD GRADES” BONUS REWARDS: The Student can earn a “Good Grades” bonus reward of $10 by submitting their report card showing a GPA of 3.00 or higher. Report card must be submitted no later than 45 days after the date of the report. Only two (2) report cards can be submitted each year. Students must have a minimum of eight (8) checking transactions during the semester, have no NSF checks or overdrawn account activity, and must be enrolled in e-statements to earn a Good Grades bonus.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO FRESH START CHECKING ACCOUNT

1. MINIMUM BALANCE TO OPEN: A minimum initial deposit of $20.00 is required to open a Fresh Start Checking Account.
2. MINIMUM BALANCE REQUIREMENT: None.
3. DIVIDEND RATES: This account is a non-interest-bearing account.
4. ELECTRONIC SERVICES LIMITATIONS: You will be limited to $300 per day for Debit Card POS or ATM Transactions. You will be limited to $300 per day for Signature Debit Transactions. The Mobile Check Deposit feature on the ECSFCU Mobile App is unavailable for this account type.
5. FEES AND CHARGES: Refer to our Schedule of Fees and Charges.

6. ADDITIONAL TERMS AND CONDITIONS: Direct deposit of your payroll check is required. Excessive overdrafts or mishandling of the account, at the credit union's sole discretion, is cause for immediate account termination.

TERM SHARE CERTIFICATE ACCOUNTS (REGULAR AND IRA)

Our Term Accounts are called Term Share Certificates and IRA Certificates.

ANNUAL PERCENTAGE YIELD: The Annual Percentage Yield assumes that dividends will remain on deposit until maturity. If you make a withdrawal from your Account, your earnings will be reduced.

RENEWAL OF ACCOUNT/GRACE PERIOD: Your Account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your Account or make a request at maturity or within a grace period of ten (10) business days after maturity.

RATE INFORMATION: Our Term Share Certificate and IRA Certificate Accounts are designated fixed rate Accounts on the Dividend Rates Sheet. You will be paid these rates and yields until maturity.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded monthly and will be credited monthly and at maturity. For the Term Share Certificate and IRA Certificate Accounts, the dividend period is monthly. If you close your account before dividends are credited, you will receive the accrued dividends, less any penalty.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open your Term Share Certificate and IRA Certificate is as disclosed on the Dividend Rates Sheet. You must maintain the minimum average daily balance to obtain the Annual Percentage Yield stated on the Dividend Rates Sheet and to avoid closure.

ACCOUNT LIMITATIONS: Except for Bump Rate Certificates, you may not make deposits into or withdrawals from this Account until the maturity date. See Early Withdrawal Penalties.

EARLY WITHDRAWAL PENALTY: We may impose a penalty if you withdraw any of the funds from your Account before the maturity date. If a withdrawal reduces the balance below the required minimum, the Account shall be closed, and a loss of dividends below will be assessed on the entire amount in the Account. The penalty imposed shall be as follows:

A. If the term of the Account is less than one year, the member shall forfeit all accrued dividends
B. If the term of the Account is one year, the member shall forfeit 90 days of dividends on the amount withdrawn
C. If the term of the Account is greater than one year, the member shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn.

EXCEPTIONS TO PENALTIES: The penalties stated above will not apply if:

1. The Term Share Certificate Account is part of a pension plan that qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and
2. withdrawal is made to effect distribution of the funds evidenced by such Account following the participant's death or disability or upon attaining not less than 70 1/2 years of age or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the Account.

LOAN COLLATERAL: Term Share Certificate Account funds (excluding IRA and Money Market Accounts) can be used to secure an ECSFCU loan, subject to the terms and conditions as set forth in the prevailing loan policy disclosure and agreements.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO BUMP RATE CERTIFICATES

For Bump Rate Certificates, you have the option to do the following:

1. Bump the rate to the current rate being offered for this product and/or
2. Bump the term for up to three (3) additional months on a nine 9-month certificate or up to six (6) additional months on a 12-month certificate and/or
3. Bump the principal deposit balance by making an additional deposit (minimum add is $1,000 with a maximum total principal deposit of $100,000, inclusive of the Original Opening Deposit shown below.

You have a one-time opportunity to exercise any or all of the above Bump Options on any one date during the original term.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: 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 make a copy of your driver's license or other identifying documents.
AGREEMENT This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This Agreement is governed by the Bylaws of the Credit Union, Federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the State of California, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union's headquarters office is located. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. Summarize some laws that apply to common transactions,
2. establish rules to cover transactions or events which the law does not regulate,
3. establish rules for certain transactions or events that the law regulates but permits variation by agreement.
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested, and
5. that all litigation and/or arbitration shall be held in the County of San Diego.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

Our authority under this agreement may not be changed or terminated by you, except by written notice to us, which will not affect any prior transactions.

As used in this document, the words "we", "our", and "us" mean East County Schools Federal Credit Union, and the words "you" and "your" mean the account holder(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the words "you" and "your" should not be interpreted to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership, or other organization, individual liability is determined by the laws generally applicable to that type of organization. The heading in this document is for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit us from enforcing such terms and conditions at a later date.

MEMBERSHIP AGREEMENT - You authorize East County Schools Federal Credit Union (ECSFCU) to check your accounts, credit, and employment history and to obtain a consumer report from third parties, including consumer reporting agencies, now and in the future, to verify your eligibility for accounts and services and to verify person(s) transacting on your behalf for certain account types. Based upon information received from third parties and/or the general risk associated with the account, ECSFCU may limit accounts and/or services at any time. You understand ECSFCU has the right to deny membership and/or the establishment of share accounts and is under no obligation to approve the establishment of any account. The reason for denial will be disclosed to you if requested. ECSFCU may require specific information regarding the nature of your anticipated account activity, the source of your funds, and the purpose of your transactions, in addition to other questions to understand the nature of your financial activity; we reserve the right to refuse to accept any deposit to your account at any time. You agree to immediately inform ECSFCU if your name or address changes. You authorize the Credit Union to contact the Department of Motor Vehicles (DMV) or locator services to obtain your current address in the event you move, and do not inform ECSFCU of your new address. Fees for locator services will be charged to your account. You understand that a joint account permits all members, without the consent of the other(s), to make deposits to or withdrawals from all shares and loans under the master membership account number, including but not limited to savings, checking, certificates, and the ability to make advances from Credit Cards and Lines of Credit, or to close any account. You further understand that in a joint account, all members may pledge these funds as collateral security for a loan or loans with this Credit Union. You understand all shares will be owned jointly, with the right of survivorship, and payment to any of you shall be valid, and you discharge ECSFCU from any liability for such payment. You also understand that the removal of any joint member for a reason other than death can be accomplished only through the closure of the membership account and the opening of a new membership account.

BYLAW REQUIREMENTS: The maximum amount of shares that may be held by any one member shall be established from time to time by resolution of the Board of Directors.

Shares may be transferred only from one member to another by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of a loan officer.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT: You must open a Regular Share Account to open any subsequent Accounts. You must maintain the Regular Share Account to avoid closure of that Account and any subsequent Accounts, with a minimum balance equal to the par value of one (1) Share. If you close your Regular Share Account within ninety (90) days of its opening, an Account Closure fee may be charged in accordance with our Schedule of Fees and Charges.

PAR VALUE OF SHARES: The par value of a Share in this Credit Union is $5.00.

NCUA INSURANCE: Funds in your account(s) with us are federally insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership". Ann individual account is one unique form of "ownership"; a joint account, a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to $250,000 per depositor for a total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA at www.ncua.gov and click on the Shre Insurance link.

MEMBER SIGNATURE CARD AND NEW ACCOUNT APPLICATION:

- All Accounts are verified through ChexSystems. We may refuse to open an Account based on information provided by them.
- To open any Account, you must have at least one (1) full share ($5.00) in your Regular Share Account. Rates are subject to change without notice.
- As a condition of establishing Membership, we may confirm your eligibility prior to or subsequent to opening your Regular Share Account.
- We may recognize the signature of anyone who signed a Signature Card / New Account Application as authorized to transact business on that Account. Any payment made on your Account by us in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Signature Card / New Account Application shall be valid and discharge us from liability.
- Ownership for the primary Account and all sub-accounts shall be established and determined by the most recent New Account Application/Signature Card or other document(s) evidencing such Account(s). A different form of ownership may be established by executing a new New Account Application and Agreement. The word "owner(s)" means the owner of the funds in the case of an individual Account, and it means the joint owners (both as an individual and as a group) in the case of a joint or other Account with multiple parties. A joint Account owner may be removed by completing a Request to Remove Joint Owner form, which must be signed by all Account owner(s), or by closing the Account and having a new Account number assigned.
- Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all Accounts. We will not open an Account without this identification number. For additional information on this requirement, see information about the "Request for Taxpayer Identification Number and Certification" (IRS FORM W-9)" which may be found by visiting www.irs.gov/formW9
- All Accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204.
- We agree to retain and furnish to you if requested, copies of certain records pertaining to your Account and that these records will be available to you for the time frame required by law. You agree to pay applicable fees as listed on our Schedule of Fees and Charges for those copies.

SCHEDULE OF FEES AND CHARGES: All Accounts are subject to our fees and charges as disclosed on our Schedule of Fees and Charges. We shall debit such charges, including check printing costs, against any Share or Checking Account or Line of Credit Account you own (including Accounts on which you are a joint owner), except your IRA Accounts, without prior notice to you. If there are insufficient funds available in your Checking Account or Share Accounts, the funds available under the Line of Credit loan Account may be used to pay service charges or fees. The charges are payable on demand and, for Checking Accounts, will be treated as an overdraft.

WAIVER OF RIGHTS - You hereby waive all defenses and claims as contained within all applicable statutes of limitations.

MEMBER LIABILITY You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the Schedule of Fees and Charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available to (1) advance funds owed from any existing Line of Credit and/or Credit Card loans or (2) transfer funds from any of your share accounts, excluding individual retirement accounts. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

If any action or inaction by you causes the Credit Union a loss or the Credit Union believes such action or inaction may result in a loss, Credit Union services and privileges may be denied you. If you conduct transactions on your account that are irregular or fraudulent in nature, including but not limited to kiting, depositing empty envelopes in an Automated Teller Machine (ATM), and excessive return deposit items, Credit Union services and privileges may be denied. If you conduct yourself in an abusive, disruptive, vulgar, obscene, or unprofessional manner while conducting Credit Union business or while interacting with Credit Union personnel or other members, Credit Union services and privileges may be denied you.

DEPOSITS We will give only provisional credit until collection is final for any items other than cash we accept for deposit (including items drawn "on us"). Before the settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item, even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed by you, including accrued or paid dividends, which were initially paid by the payor bank and which are later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect, we may permit the payor bank to hold an item beyond the midnight deadline. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business as if initiated on the next business day that we are open.

COLLECTION ITEMS: At our discretion, we may take an item for collection rather than for deposit. Items sent out for collection are subject to processing delays (e.g., insurance drafts and returned substitute checks) and cannot be credited to your Account until we receive the funds. On such items, we will tell you this and give you an estimate of the time it will take to receive the funds. When funds are received, we will notify you and immediately credit your Account for that amount minus any service charge levied by a third party. Refer to our current Schedule of Fees and Charges.

FOREIGN CHECKS: ECSFCU does not accept deposit items drawn on non-U.S. financial institutions or items made payable in non-U.S. dollars. All items accepted for deposit by ECSFCU must be drawn on or payable through a U.S. financial institution and made payable in U.S. dollars.

DEPOSITS PAYABLE TO THIRD PARTIES: If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorsements in our presence. We may endorse and/or collect items deposited to your Account that we receive without your endorsement but may require your personal endorsement prior to accepting an item for deposit. If you deposit items that bear the endorsement of more than one person or persons that are not known to us or that require the endorsement of more than one payee, we may refuse the item or require all endorsers to be present and properly identified or to have their endorsement guaranteed before we accept the item.

RETURNED DEPOSITED ITEMS: We may represent a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to represent the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your Account. In the event a returned deposit causes your Account balance to become negative, we may retain the item until the negative balance is resolved.

VERIFICATION OF FUNDS - In order to protect the privacy of member account information, credit union employees will only verify the validity of an account number to third parties.

WITHDRAWALS: Important terms for accounts where more than one person can withdraw: Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

POSTDATED CHECKS: A postdated check is one that bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check unless we have received written notice of the postdating time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective, and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount, and payee of the item.

CHECKS AND WITHDRAWAL RULES: Checks or other methods approved by us may be used to withdraw funds from the Account. We are authorized to pay checks signed by you, and the payments will be charged to your Account.

We may, at our discretion, but are not obliged to (nor shall we be liable for refusal to), pay funds from an account:

- When such payment would draw the Account below the minimum balance as established from time to time by us (“overdraft”)
- Against checks presented over six months past their issue dates
- Against uncollected non-cash items
- We may, without liability, accept, pay, guarantee, or charge checks to the Account in any order convenient to us.

If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. Rejected check charges may apply. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiated it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), at our discretion, we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account, that would be a “substitute” check”, as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

PAID CHECKS: You agree that you will not receive your canceled checks. Checks are imaged on both sides and stored for seven years from the date of posting. You may request copies from us in the manner we require. We provide two free check copies per month. Additional copies will be subject to the fee listed on the Schedule of Fees and Charges. Check copies for the previous 12 months are available in online banking at no charge. You agree that we are not responsible for the quality of any check copy that you request from us.

CASH WITHDRAWALS: We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier’s check or similar instrument. You assume full responsibility for any loss in the, even if the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash. The maximum amount you may withdraw in cash is $3,000.00 per day unless you have made prior arrangements with us.

MULTIPLE SIGNATURES, ELECTRONIC CHECK CONVERSION, AND SIMILAR TRANSACTIONS: An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have an opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. If you voluntarily give information about your Account (such as your routing number and your Account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your Account initiated by the party to whom you give the information is deemed authorized.

We may make transfers via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at Point-of-Sale or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Electronic Check conversions may be made from your Checking Account and only to the extent that you have available clear funds in your account or available funds in your designated overdraft sources.

We reserve the right to require that withdrawals made from your Accounts be made in minimum amounts as established from time to time by Board policy.

NOTICE OF WITHDRAWAL: We reserve the right to require not less than 7-day notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. We reserve the right to require you to give up to sixty (60) days' written notice of your intention to withdraw funds from any account except Checking Accounts. See your notice of penalty for early withdrawal.

CURRENCY TRANSACTION REPORTING: Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member Accounts at the Credit Union.

NON-CASH PAYMENTS: All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings, or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. You will refer to the Credit Union's Disclosure of Funds Availability Policy for further details. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over $50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an Account in which you have an interest.

OWNERSHIP OF ACCOUNT AND BENEFICIARY: These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations except as they determine to whom we pay the account funds. As used in this agreement, "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than an agent.

INDIVIDUAL AND JOINT ACCOUNTS: An "individual" account is an account or certificate in the name of one person. A "joint account" is an account or certificate which is owned by the named parties. The word "owner(s)" on a New Account Application / Signature Card means the owner in the case of an individual Account, and it means the joint owners (both as individuals and as a group) in the case of a joint Account. Upon the death of any of them, ownership passes to the survivor(s).

- On joint Accounts, the TIN of the primary owner must be provided to the Credit Union, and it is that number under which dividends will be reported to the IRS.
- If there is more than one owner, all agree with each other and with us that all sums now paid in on shares by any one or all Account owner(s), including all dividends thereon, if any, are and shall be owned by all Account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the Account owner(s) or the survivor(s) of any of the Account owner(s). Any such payment shall be valid and shall discharge the Credit Union from any liability.
- We are not obligated to inquire as to the source of funds received for deposit to a joint Account or to inquire as to the proposed use of any sums withdrawn from the Account for the purpose of establishing net contributions.
- No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
- You may pledge any or all of the shares on deposit in a Regular Share Account as collateral security to any loan(s) subject to the current loan policies. Further, a pledge of shares by any one of you will be binding on all of you.
- A right of survivorship arising from the express terms of a joint Account cannot be changed by will.
- Being a joint owner of a member's Account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. As a result, Credit Union Benefits may be limited.

ACCOUNT SERVICES FOR MINORS: The Credit Union may, from time to time, elect to offer and/or provide minors with access to their Credit Union funds via checking Accounts and/or debit cards. An adult joint owner may be required and will be the responsible party for the Account.

PAY-ON-DEATH (P.O.D.) DESIGNATION ACCOUNTS: If you have made a Pay-On-Death (P.O.D.) Designation: All sums are payable on request by you during your lifetime and upon your death to your designated P.O.D. payee(s) in equal and individual shares or, if the Account is jointly owned to one or more Account owner(s) during their lives and on the death of all of them to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.

You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to the current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you. A Pay-On-Death Designation cannot be changed by will.

You understand and agree that Individual, Joint, Trust, and Pay-on-Death Accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.

LIVING TRUST ACCOUNTS: You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a Revocable Living Trust, at least one trustor of the Trust must be a member of the Credit Union, and for an Irrevocable Living Trust, either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union and the trust will require an Employer Identification Number (EIN) assigned by the IRS. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s).

- You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) (excluding IRA Accounts) subject to the current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
- A right of survivorship or a beneficiary designation in a Trust Account cannot be changed by will.
- Certification of Trust form imposes no responsibility or obligation on ECSFCU other than a depository for the trust funds. ECSFCU will not act as a trustee or inquire as to the powers or duties of the trustee(s).
- Trustee(s) agrees ECSFCU shall be notified if there is any change in the trustee(s), the successor trustee(s), or any changes to or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the account documents and will provide an updated Certification of Trust. Any such change or amendment shall be effective as to ECSFCU only after a new Certification of Trust is received in writing by ECSFCU.
- Each trustee whose signature appears on account documents declares under penalty of perjury that the trustee is a qualified trustee, that the trustee has the power to act and is properly exercising the powers under the trust, pursuant to these Agreements, and that the trustee has the power to establish and transact on accounts on behalf of the trust. ECSFCU may rely upon the directions of any one trustee. Anyone trustee's signature shall be valid and shall discharge ECSFCU from any liability resulting from any transaction.
- ECSFCU shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself or the authority or powers of the trustee(s) under the governing trust instrument to establish, maintain, or transact any business on this account as set forth.
- The trust funds to be deposited in ECSFCU are part of a trust established under the Declaration of Trust by the indicated date, executed by the trustor(s) as indicated on the Certification of Trust.
- ECSFCU may require any or all disbursements payable to any one or more of the trustees(s) or to the trust.
- Before any successor trustee(s) may become an acting trustee, the successor trustee(s) shall provide ECSFCU, as applicable, a letter of resignation with a notarized signature of the resigning trustee(s); a certified copy of the death certificate(s) for the trustee(s); a new Certification of Trust; and/or other documentation as requested by ECSFCU.
- These Agreements are also binding on the trust, trustor(s), trustee(s), successor trustee(s), and the beneficiary(ies).
- The trustee(s), trustor(s), successor trustee(s) and/or the trust and/or the beneficiary(ies) hereby agree to indemnify and hold ECSFCU harmless from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees, against any and all liability, loss, and damage of any nature whatsoever that ECSFCU shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the trust account(s) established with ECSFCU and any claim, damage or loss arising as a result of unauthorized acts of any trustor, trustee, successor trustee, or former trustee.
- The trustee(s) agrees to pay any necessary expenses, attorney's fees, or costs incurred in the enforcement of this indemnification and hold harmless agreement.
- These Agreements affect the legal rights of the trustee(s). In providing these Agreements for the establishment of an account, ECSFCU makes no representation as to any tax, probate avoidance, or financial or estate planning advantage, benefit, or result of any kind whatsoever. If the trustee(s) desires assistance or advice concerning these Agreements, the services of an attorney or other competent professional should be sought.

FIDUCIARY ACCOUNTS: Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust, nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

- You are duly appointed and acting in the capacity of Executor/ Executrix, Administrator/Administrate, Guardian, or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this Account. Your authority shall continue in force until written notice to the contrary is received by us.
- You may pledge any or all shares on deposit in the Account as collateral security to any loan(s) subject to the current loan policies. Further, a pledge of shares by any fiduciary shall be binding on all fiduciaries.
- If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the New Account Application/Signature Card.
- If the Account is blocked, you understand that you shall file with the court a written document, including the agreement with the Credit Union that the money in the Account, including any earnings thereon, shall not be withdrawn except upon court order.

BUSINESS, ORGANIZATION, AND ASSOCIATION ACCOUNTS: Earnings in the form of interest, dividends, or credits will be paid only on collected funds unless otherwise provided by law or our policy. You represent that you are the duly elected or appointed officers of said corporation, partnership, organization, or unincorporated association and have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

SOLE PROPRIETORSHIP ACCOUNTS

- You affirm that you are the sole proprietor of the sole proprietorship named on the Signature Card. We may pay out funds with your signature. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the Signature Card, which we receive for deposit.
- You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to the current loan policies.
- If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the New Account Application/Signature Card.

CORPORATE, PARTNERSHIP, UNINCORPORATED ASSOCIATION (CLUB) AND DISTRICT ASSOCIATION ACCOUNTS

- The person(s) named on the Signature Card are duly authorized to make the certification to certify, that at a regularly held meeting, the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one (1) of the signatories, as named on the Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the Account. You certify that signature(s) appearing on the Signature Card are the genuine signature(s) of said authorized person(s) and that your authority shall continue in force until written notice to the contrary is received by us.
- You may pledge any or all funds on deposit in the Account as collateral security to any loan(s) subject to the current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
- If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Agreement as well as the terms of the New Account Application/Signature Card.
- To be eligible to join the Credit Union, a corporation, partnership, or unincorporated association must be located within San Diego County, California.
- Depending on the type of business or organization account requested, ECSFCU will require documents to validate the existence, membership eligibility, legal sufficiency, and operations as they relate to the account.
- Individuals applying for membership on behalf of a business or organization certify they are authorized to open an account and perform transactions on behalf of the entity.
- Requests to change or remove account signers must be in writing. If signers are changed or removed, the new/remaining signers agree to immediately change all passwords and personal identification numbers used to access remote delivery services, including Online Banking, and immediately request the cancellation of any remote delivery access devices issued to former signers, such as ATM, credit cards and debit cards. If passwords are not changed, and access devices are canceled, the new/remaining account signers are responsible for all transactions performed by former signers.
- In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling are prohibited from being processed through your account or relationship with ECSFCU.
- Each time an account is opened, or certain account information is changed, for a covered Legal Entity, we are required to collect identifying information (name, address, date of birth, social security number, as well as identification documents) for each individual that has beneficial ownership (25% or more); and one individual that has significant managerial control of the Legal Entity. If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and certify that this information is true and accurate to the best of your knowledge. Covered legal Entities include Organizations, Corporations, Partnerships, and Limited Liability Companies.

STOP PAYMENTS: Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. All checks written on your account must be drawn in U.S. currency. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.
Notice to the Credit Union may be written or oral, and it must include the exact amount, account number, check number, date of the check, and payee's name. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop payment order is given to us in writing, your order shall be valid for six (6) months and may be renewed for additional six-month periods. If the order is verbal, it shall be valid only fourteen (14) days thereafter unless confirmed in writing. If you notify us within a reasonable time to permit us to act and identify the check with reasonable certainty, we will not pay the check. A fee may be assessed for this service. We are not required to notify you when a stop payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorney's fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is 10:00 am Pacific Time, the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

LOST, STOLEN OR DAMAGED CREDIT UNION CHECKS: In the event that a money order, cashier's, teller's, or certified check is lost or stolen, you must execute and deliver to us a written Stop Payment Request and Indemnification Agreement and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Stop Payment Request and Indemnification Agreement is not enforceable until the later of (i) the time the Stop Payment Request and Indemnification Agreement is properly delivered to us or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the attempting to, or stopping payment on such check.

TELEPHONE TRANSFERS: A telephone transfer of funds from this account to another account with us, if otherwise arranged or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from savings are described elsewhere.

OTHER TRANSFERS: You authorize us to transfer funds from your Regular Share Account on your written or oral request to your Checking account. We may, but are not obligated to, transfer funds from your Share Account(s) or Loan Account(s) on your written or oral request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on our "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer may occur when sufficient funds become available.

AMENDMENTS AND TERMINATION: We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account upon reasonable notice to you and tender the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity, or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

AMENDMENTS: We reserve the right to amend the terms and conditions discussed in these Agreements and Disclosures at our discretion. If you maintain your account(s) after the effective date of a change, you indicate your agreement to the amendment(s). ECSFCU will inform you of amendments affecting your rights and obligations in accordance with governing regulations. For accounts with more than one signer, the amendment notices ECSFCU sends to the address on file are binding on all signers.

TERMINATION/RESTRICTION ON ACCOUNTS: Consistent with the Credit Union's bylaws, your Account or other relationship with us may be terminated by you or by us at any time and without previous notice. Closure of an Account will not affect your obligation to pay any outstanding balances or charges owed. We may terminate the Account by mailing you a notice (prior to or immediately after closing the Account) and/or a check for the Account balance. Thereafter, the funds will stop earning interest (even if the check is returned or remains un-cashed for any reason).

Your Account(s) may also be terminated or closed by us at any time, without prior notification, if it has a zero balance for a period greater than three months. The Credit Union also reserves the right to close your Account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your Account; (2) there is a dispute as to the ownership of the funds in the Account; (3) your Account checks are lost or stolen; (4) there are excessive returned unpaid items; (5) there has been any misrepresentation, deliberate manipulation or any abuse of your Account. Manipulation includes, but is not limited to, kiting and repeated patterns of transactions that have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment; (6) you furnish false or misleading information to us regarding your Account(s).

We reserve the right to suspend or deny all services, close your Account, and, if appropriate, restrict your access to Credit Union premises if you fail to conduct your business with the Credit Union in a civil and business-like way. Violence, threats of violence, or harassment against Credit Union staff, volunteers, or other Members will not be tolerated.

You may terminate any Account at any time by notifying us orally, by writing to us at the Credit Union, or by informing us in person at one of our branches, but such notice will not affect any prior transitions on any Account. The Credit Union is not responsible for payment of any check, withdrawal, or other item once any Account is terminated; however, if the Credit Union pays any items after termination, or if any Account is terminated due to overdraft, you agree to reimburse the Credit Union for any payment or overdraft. The Credit Union may report information about your Loan Account to credit bureaus; late payments, missed payments, or other defaults on your loan Account may be reflected in your credit report.

NOTICES: Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date, and payee. The written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to the mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS: We will deliver all statements and other notices only to the person whose signature appears first on the New Account Application / Signature Card.

YOUR DUTY TO REPORT UNAUTHOTIZED SIGNATURES, ALTERATIONS, AND FORGERIES: You shall exercise reasonable care and promptness in examining your statements and must promptly notify us of any unauthorized payment due to an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the unauthorized payment against us if we can prove: 1) we suffered a loss on the item because of your failure or 2) we, in good faith, paid on another item presented by the same wrongdoer if the payment was made before you properly notified us and you have had thirty (30) days from the date of the statement to notify us. If you fail to uphold your duties, but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply, and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within one (1) year after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

Notify us at once if you suspect that a check or endorsement is forged or altered, that someone unauthorized is using your Account, or if you have an objection respecting any item shown on a Monthly Statement of the Account. You must notify us within a reasonable period of time, not exceeding 30 days after the closing date of the Statement. If you fail to notify us within this time period, we may not be responsible for forgeries, alterations, or unauthorized use committed later by the same person(s).

YOUR DUTY TO REPORT OTHER ERRORS OR PROBLEMS: In addition to your duty to review your statements for unauthorized signatures, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days from when we first send or make the statement available, precludes you and us the loss will be entirely yours.

ERRORS RELATING TO ELECTRONIC FUND TRANSFERS OR SUBSTITUTE CHECKS: (*Consumer accounts only).* For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card, or ATM transactions), refer to the Electronic Fund Transfers disclosure of this Agreement and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

DUTY TO NOTIFY IF A STATEMENT NOT RECEIVED: You agree to immediately notify us if you do not receive your statement by the date, you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

DIRECT DEPOSITS: If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (619) 588-1515, and we will advise you whether or not the pre-authorized deposit has been made.

If, in connection with a direct deposit plan, we deposit any amount in an account that should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT: If all account owners have not yet signed the Membership Agreement, or that some other account opening requirement has not been completed we may consider this a temporary account. We may give you a duplicate Membership Agreement so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS: You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or from any other account you have with us, any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may offset any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a “statutory lien.” A “lien” on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account (IRA) or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity, or (d) offset is prohibited by the Military Lending Act (“MLA”) or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

CHECK PROCESSING: We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we provide you with a copy of an item(s).

CHECK CASHING: We may charge a fee for anyone who does not have an account with us who is cashing a check, draft, or other instrument written on your account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES: If you truncate an original check and create a substitute check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS: Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft, or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account or pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

ELECTRONIC COLLECTION OF CHECKS: Paper checks returned for nonsufficient funds or uncollected funds can be re-presented for collection through the Automated Clearing House (ACH). A check may be sent through once as a paper check and twice through the ACH, or twice as a paper check and once through the ACH, not to exceed a total of three processing attempts. Checks cleared through the ACH will appear on your statement as electronic withdrawals rather than as checks with a corresponding check number. Copies of the dishonored checks returned and subsequently cleared through the ACH are available by request from the Originating Depository Financial Institution (ODFI). See the current Schedule of Fees and Charges for check copy fees.

ORDER OF POSTING: The order in which items are paid is important if there is not enough money in your account to pay for all of the items that are presented. We will generally use paychecks, automated debits (ACH), Debit 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 check number order. For ACH transactions, deposits are posted first; then debits are posted by settlement date, then the lowest amount to the highest amount. For ATM Card and Debit Card transactions, items are posted 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 method at its sole discretion.

YOUR AVAILABLE BALANCE: It is important that you understand 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 balance in your account that we use to determine if you have sufficient funds to cover a transaction when we pay the transaction. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. In determining the available balance in your account, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Your account is considered overdrawn when there is an insufficient available balance to cover a transaction when it is paid. It is very important to 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 want to make. If your available balance is sufficient to cover a transaction at the time you authorize a transaction, but due to intervening expenditures your available balance is not sufficient to cover the transaction at the time of payment, we may pay the transaction as an overdraft and you may incur fees. Your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, ACH transactions or other outstanding transactions that have not yet been paid from your account. For example, outstanding checks you have written will not be reflected in your available balance until they are presented to us and paid from your account.

Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. See the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance. In addition, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds Availability Policy Disclosure."

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS: When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. We generally place a temporary hold against some or all of the funds in the account linked to your debit card if and when an authorization request is obtained. The amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day).

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase). For those transactions, 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 will determine whether a transaction is paid into overdraft at the time such transaction is paid and not upon your initial authorization.

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 debit card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time period, however, 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. We urge you to record and track all of your transactions closely to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

NEGATIVE BALANCE: In the event that a negative balance is created in any of your Share or Checking Accounts (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) you understand and agree that we may transfer funds to such Account from any other Share, Checking Account or Line of Credit Account (excluding IRA Accounts), including Account(s) upon which you are a joint owner, in an amount equal to the negative Account balance.

NONSUFFICIENT FUNDS (NSF) AND OVERDRAFT ACTIVITY: You must deposit available funds to cover items before they are presented for payment. If available funds are not in your account when an item is presented for payment and Overdraft Protection is not available, the item will be returned unpaid. A fee will be assessed for each returned item. Refer to the current Schedule of Fees and Charges for the amount of the fee. Subject to applicable limits on fees, you may be charged a fee each time an item is presented for payment, even if the same item is presented for payment multiple times. Nonsufficient funds activity constitutes grounds for closing an account. ECSFCU will review your account and notify you if your account has been closed. ECSFCU may report accounts closed due to NSF activity, fraud, or account misuse, which leads to a loss by ECSFCU to consumer reporting agencies. This reporting may jeopardize an individual's ability to establish accounts with other financial institutions.

OVERDRAFT AND OVERDRAFT TO LINE OF CREDIT: You understand that if you have an overdraft line of credit account in conjunction with your Checking Account, then you may use that line of credit to fund any overdraft on your Checking Account, including overdrafts caused by any ATM, Debit Card, Electronic Check Transactions, Checks or other Withdrawals. You understand that you may not otherwise initiate ATM, Debit Card, Electronic Check Transactions, Checks or other Withdrawals to overdraw your Checking Account or your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Checking Account by making a cash advance from your line of credit account, if any. Overdrafts that cannot be honored are payable on demand and may result in the termination of your account(s).

If you do overdraw your account, you authorize us to cover the overdraft as follows:

1. Overdrawn Checking Account: Withdraw funds from your Regular Share Account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. Overdrawn Regular Share Account: Withdraw funds from your Checking account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. Overdrawn Line of Credit: Withdraw funds from your Regular Share Account, Checking account, or your other accounts, including accounts on which you are a joint owner.
4. If you have a Line of Credit Account, available funds will automatically be transferred in increments of $100, sufficient to cover the overdraft, providing the Account is not over-limit or delinquent.
5. If there are insufficient funds available or if you do not have a Line of Credit Account, you may designate that funds will be transferred from your Regular Share Account or as designated in the order listed on your Signature Card/New Account Application to cover the overdraft. Such transfers will generally be made if there are sufficient funds on deposit at the time of the transfer. You may change the method in which your overdrafts are covered at any time by calling the Credit Union at (619) 588-1515.
6. We may, but are not required to pay overdrafts to the Checking Account. We may do so (but are not required to) by transferring funds to cover such overdrafts from your Regular Share Account (in the amount of the overdraft or in such other sum(s) as we may establish from time to time.) Overdrafts, if paid, in excess of funds available in any Share Account are payable on demand.
7. A fee will be charged in accordance with the Schedule of Fees and Charges for overdraft transfers.

Overdrafts that cannot be honored are payable upon demand and may result in the termination of your account(s).

UNLAWFUL INTERNET GAMBLING NOTICE: Restricted transactions, as defined in the Federal Reserve Regulation GG, are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation of others in unlawful internet gambling.

ACH AND WIRE TRANSFERS: ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and (if the transfer is cleared through the Federal Reserve) Regulation J. International wire transfers are governed by Regulation E. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

PROVISIONAL PAYMENT DISCLOSURE: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive a final settlement for such entry through a Federal Reserve Bank. If we do not receive such a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NOTICE DISCLOSURE: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

FACSIMILE SIGNATURES: Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

AUTHORIZED SIGNER (INDIVIDUAL ACCOUNTS ONLY): A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until (a) we have received written notice or have actual knowledge of the termination of authority and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

FICTITIOUS BUSINESS NAME: If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

RESTRICTIVE LEGENDS OR ENDORSEMENTS: The automated processing of large volumes of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements, or other special instructions on every check. For this reason, we are not required to honor any restrictive legend, endorsement, or other special instruction placed on the check you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature, accompanied by the words "for deposit only" is an example of a restrictive endorsement.

UNCLAIMED PROPERTY: California's Unclaimed Property Law requires us to report and deliver your funds to the appropriate state if there has been no activity on your account for over three years. To avoid having your funds escheated to the State, you may:

a. Make a deposit or a withdrawal; or
b. Correspond in writing or electronically with us concerning any of your Accounts with us; or
c. Respond as instructed to a notice of inactivity or dormancy.
We may charge a fee for mailing an Escheat Notice. To recover funds turned over to the State, you must file a claim with the State.

ACCOUNT TRANSFER: This account may not be transferred or assigned without our prior written consent.

SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS: The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check to be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2-inch space from the "trailing edge" (the left edge of the backside of the check when it is facing you) can be used by you for endorsements or any other markings. We will not be responsible for any damages incurred when you deposit an item that is subsequently returned unpaid by the paying bank, and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check. In the event that you draw a check on your Checking or Loan Account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent, and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold harmless for any loss, liability, damage, or expense that occurs because of your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE: You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. Your death, dissolution, or incompetence shall not revoke our authority to accept, pay, or collect a check(s) or to Account for proceeds of its collection until we know of the fact of your death or adjudication of incompetence and have reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee a check(s) drawn on or prior to the date unless ordered in writing to stop payment by a person claiming an interest in the Account under rules established by us. We must be notified if any of you die, become incapacitated, or your organization is dissolved.

CREDIT VERIFICATION: You authorize us to gather whatever credit, Checking Account, and employment information we consider appropriate from

time to time. You understand that this will assist us in determining your initial and ongoing eligibility for an Account. You authorize us to give information concerning our experience with you to others.
You must be a member in good standing to maintain any savings, checking, and/or loan Accounts. We may report information about your Account to credit bureaus. Late payments, missed payments, negative balances, or other defaults on your Account may be reflected in your credit report.

INACCURATE INFORMATION: If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at East County Schools Federal Credit Union, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021, so we can investigate.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT: You understand and agree that we must comply if we are served with any notice of garnishment or attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to your Account that we reasonably believe is valid. Or, at our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorney's fees and our internal expenses) may be charged against your account. We may charge a fee, and we may assess this fee against any Account you maintain with us, including the Account that is the subject of the legal process.

ACCOUNT SECURITY
YOUR DUTY TO PROTECT ACCOUNT INFORMATION AND METHODS OF ACCESS: It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft, which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precautions to safeguard your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if substantially contributed to the loss).

INSTRUCTIONS FROM YOU: Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS: Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.
To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems. If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

EMAIL ADDRESS: By supplying a valid email address to the Credit Union, you are selecting email as a preferred delivery method for correspondence that the Credit Union elects to make available via this communication method.

ADDRESS OR NAME CHANGES: You are required to keep us informed of your current address and responsible for notifying us of any change in your address. Unless we agree otherwise, a change of address or name must be made in writing and may require authorization from the Primary Account Owner. You may notify us in person at our office, in online banking, or by sending a written and signed notice to ECSFCU, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021-4573. In the event that you fail to do this, a charge may be made to your Account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address. This Account Research fee will be imposed in accordance with our Schedule of Fees and Charges.

Please be sure to provide the Credit Union with your correct and legal name. If your name has changed, for example, because of marriage, you are required to contact the Social Security Administration to report your new name.

NOTICES: Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

CLAIM OF LOSS: The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals): We may impose early withdrawal penalties on withdrawal from a time account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our right of setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

RESOLVING ACCOUNT DISPUTES: We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest, (2) others claiming interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES: To the extent permitted by law, you waive any notice of nonpayment, dishonor, or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid, or we receive notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds from all your accounts at East Coast Schools Federal Credit Union ("East Count Schools FCU"; "ECSFCU"). ECSFCU reserves the right to delay the availability of funds deposited to your account. Please ask us if you have a question about which accounts are affected by this policy.

GENERAL POLICY

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

In some cases, we may delay your ability to withdraw funds beyond the first business on an item you deposit. This could delay your ability to withdraw such funds.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw funds in cash, and we will not pay the checks you have written on your account by using these funds. Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than Saturdays, Sundays, and federal holidays.

For purposes of computing the amount of dividends with respect to an Account, the Credit Union will not delay computing dividends on funds deposited by check or similar instrument to your Account beyond the date on which the Credit Union provisionally credits your Account. However, the payment of dividends with respect to such funds deposited by an item that is returned unpaid is not required. As a matter of general policy, the Credit Union will immediately provide you with provisional credit for negotiable items deposited.

ECSFCU, at our discretion, may refuse to accept a check presented for cash or deposit.

AVAILABILITY SCHEDULE

Same-Day Availability: Electronic direct deposits, cash*, and Wire Transfers will be available on the day of deposit.

Next-Day Availability: Funds that consist of the following will be available on the first Business Day after the day of deposit:

- U.S. Treasury Checks**
- U.S Postal Service Money Orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's Checks**
- Checks drawn on You

***Cash Deposits:** If the cash deposits are made in person to an employee of East Coast Schools FCU, then the funds will be made available on the day we receive your deposit. If they are not made in person to an employee, then the funds will be made available no later than the next Business Day after the day of your deposit.

****Check Deposits:** Check deposits include U.S. Treasury Checks, U.S. Postal Service Money Orders, Federal Reserve Bank or Federal Home Loan Bank checks' State or Local Government checks, and Cashier's, Certified, or Teller's Checks. In order for these check deposits to be made available according to the funds availability schedule, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

Other Check Deposits: Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

LONGER DELAYS MAY APPLY

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 and also inform you of the date they 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.

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

- You deposit checks totaling more than $6,725 on any one-day
- You redeposit a check that has been returned unpaid
- There is a reasonable cause to doubt collectability
- You have overdrawn your Account repeatedly in the last six months
- There is an emergency, such as a failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.
Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

CUT-OFF TIMES FOR WIRE TRANSFERS

Unless otherwise provided by ECSFCU, the cut-off time for receipt and processing of outgoing wire transfer orders shall be 12:00 p.m. Pacific Standard Time and 3:00 p.m. Pacific Standard Time for incoming wire transfer orders on each funds transfer business day. The same cut-off time shall be applicable to communications canceling or amending a payment order, and we may require cancellations and amendments in writing. Wire transfer orders are processed Monday through Friday, excluding holidays.

HOLDS ON OTHER FUNDS (CHECK CASHING)

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

AVAILABILITY OF DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs)

Our policy is to delay the availability of funds from your cash and check deposits made via ATM. During the delay, you may not withdraw the funds, and we will not use the funds to pay checks you have written or for any payments or debits you have authorized. You understand and agree that funds deposited at an ATM are subject to verification and collection, and receipts issued by an ATM are binding only after verification. The delay will depend upon ECSFCU's policies as permitted by law, and you should carefully read this Funds Availability Policy Disclosure for details.

At ATMs Owned and Operated by ECSFCU - Funds availability is based on the time of deposit. If you make a deposit before 9:00 a.m. at an ATM owned and operated by ECSFCU, we will deposit funds into your account the next day. If you make an ATM deposit after 12:00 p.m. or on a day we are not open, we will consider the deposit made on the next business day we are open. All ATMs that we own or operate are identified as our machines. Dividends begin to accrue on the business day of deposit.

At ATMs Not Owned and Operated by ECSFCU - Funds from any deposit (cash or check) made at ATMs not owned or operated by ECSFCU will not be available for withdrawal until the fifth business day after the day of your deposit. Consult the ATM of deposit for specific cutoff times.

In some cases, we will not make all of the funds that you deposit by check available to you on the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the ninth business day after the day of your deposit. However, the first $275 of your deposit will be available on the next business day except when the deposit is made at a non-ECSFCU ATM. Deposits made at non-ECSFCU ATMs may have up to a five-day hold placed on them.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This Electronic Fund Transfers Agreement and Disclosure is the contract that covers your and our rights and responsibilities concerning the electronic fund transfers ("EFT") services offered to you by East County Schools Federal Credit Union. In the following Agreement, the words "YOU" and "YOUR" refer to each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "WE," "US," "OUR," "Credit Union," and "ECSFCU" refer to EAST COUNTY SCHOOLS FEDERAL CREDIT UNION. This Electronic Fund Transfer Disclosure and Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., 1693, et. seq.) and Regulation E (12 CFR 205, et. seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, ECSFCU participates in several types of services that may be accomplished by electronic transfer: pre-authorized deposits of net paycheck; pre-authorized deposit of payroll deduction; pre-authorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); pre-authorized payments to a third party (for example, insurance premiums and mortgage payments); pre-authorized transfers from another financial institution; VISA® Debit Card; Online Banking Bill Pay Service; Mobile Banking Service, automated teller machine (ATM) electronic funds transfer (EFT) services including ATM electronic fund transaction services at Credit Union owned ATMs and on "Shared Network" ATMs such as CO-OP, Star, Plus and such other systems as may be added from time to time. Disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services. You understand that the agreements, rules, and regulations applicable to your Share Accounts, Checking Account, and any other applicable Account remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

Your acceptance, retention, or use of the Visa Debit Card, Personal Identification Number (PIN), and/or password constitutes an agreement between us and you as described below.

EXCLUSIONS - Regulation E (Electronic Fund Transfer Act) applies only to transactions for consumer accounts (accounts established for personal, family, or household purposes). Reasonable efforts are made to service business accounts in a similar manner; however, timing, error resolution, and reimbursement guarantees present with consumer account transactions are not guaranteed for business account transactions.

BUSINESS DAYS: Our regular business days are Monday through Friday, except federal holidays.

CARDHOLDER AGREEMENT

If so, designated on the New Account Application, you hereby apply to ECSFCU for a Visa Debit Card (herein referred to as "Card") and agree to all of the following terms and conditions.

1. The term "Card" means any Visa Debit Card subject to this Agreement as disclosed. The Card is the property of the Credit Union, and you agree to surrender the Card to the Credit Union promptly upon demand. We may cancel, modify, or restrict the use of the Card upon proper notice or without notice if your account is overdrawn if we are aware that you have violated any term of the Disclosure and Agreement (whether or not we suffered a loss) or where necessary to maintain or restore the security of your Account(s) or the ATM system.
2. The Credit Union issues the Card for your use only. You assume responsibility for all transactions made through the Card to include access to any lines of credit or Share or Checking Accounts under this account number.
3. You will be assigned a Personal Identification Number (PIN). At no time will you reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to ECSFCU. You may report your Visa Debit Card by calling (619) 588- 1515 during regular business hours. After hours, call (866) 820-1045 (Cardholder Services).
5. The use of the Card is subject to regulations on Share Accounts, Checking accounts, and any lines of credit. You agree not to withdraw funds in excess of the balance in your Share or Checking account, including any agreed-upon line of credit.
6. You agree to pay all fees or costs and authorize ECSFCU to withdraw any fees or, costs or overdrafts created from any of your available accounts.
7. All deposits are credited subject to verification as required by applicable Federal regulations and your Account Agreement.
8. You agree that when you deposit a check, draft, or other non-cash item, the Credit Union has the right to collect those funds before making the money available to you, as outlined in the Funds Availability Policy.
9. Nothing in this agreement shall be deemed to annul, limit, or in any way modify any other obligation or relationship you may have with the Credit Union now or hereafter.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

TRANSACTIONS AVAILABLE: You may access your account(s) by ATM using your Visa Debit Card and PIN to:

- Withdraw cash from your Regular Share Account, Checking, and Line of Credit at all ATMs, merchants, or financial institutions that accept Visa Cards,
- Make deposits to one of your Accounts at the Credit Union,
- Transfer funds between your Account and another Account you have with the Credit Union and
- Make account balance inquiries.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Cards (Point-Of-Sale or POS transactions),
- Order goods or services online, by mail or telephone from places that accept Visa Cards and
- Make automatic payments from your Accounts to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

  The members limitations such as atm daily limits are set at account opening. A change to limits may be requested at the branch and are subject to approval. Some of these services may not be available at all terminals.

ATM MACHINES SERVICES

NETWORK: Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may use your Visa Debit Card in automated teller machines (ATMs) identified with a logo for any network or system as we may designate. You agree to follow the instructions posted or otherwise given by us or any ATM network accessed by the Visa Debit Card

ATM FEES: If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

ACCOUNT ACCESS: The ATM services made available to you depend on the type of account(s) you maintain.

POINT OF SALE TRANSACTIONS: Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cashback as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point-of-Sale transaction.

Refer to the "CHECKING ACCOUNTS (SHARE DRAFT) section of this disclosure for the designated accounts that may be used for Point-of-Sale transactions.

CURRENCY CONVERSION – Visa®: When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is 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 or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

FOREIGN TRANSACTIONS AND CHARGES: Any transaction done in a foreign country is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be .80% of the transaction amount and 1% if there was a transaction negotiated in a non-US currency exchange.

PREAUTHORIZED TRANSFER SERVICES

You may arrange for a preauthorized automatic deposit of funds, with the exception of payroll deductions, to your Regular Share or Checking Accounts only. Pre-authorized electronic deposits may include, but are not limited to, your payroll, pension checks, or Federal Recurring Payments (e.g., Social Security payments).

You may arrange for preauthorized automatic payments to third parties or other transfers from your Regular Share or Checking(s) Accounts only. East Coast Schools FCU reserves the right to receive documentation of pre-authorized payments.

ONLINE BANKING OR MOBILE BANKING SERVICES

Service is available for your convenience 24 hours a day, seven days a week, with minor interruptions for system maintenance. If the wrong username or password is entered three (3) times consecutively, Online Banking or Mobile Banking Services will restrict access. Please contact the Credit Union to restore access.

Types of transactions available. You may use Online or Mobile Banking Services to:

- Obtain account and loan balances
- View Bill Pay history
- Make a loan payment
- Obtain loan payment due date and loan balance information
- Obtain the last dividend, date, and amount
- Transfer funds from your Line of Credit to your Regular Share, Money Market, or Checking Accounts
- Obtain clearance of specific checks
- Transfer funds between your Regular Share, Money Market, or Checking Accounts
- View images of paid checks
- View Visa Credit Card account information

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

ADDITIONAL TRANSACTIONS AVAILABLE AT ONLINE BANKING ONLY:

- Change your username, password, challenge question, security phrase, or security image
- Send an electronic message to us using the secure communication link via Contact Us
- Submit email, address, and telephone number changes
- Authorize stop payments
- Set transaction, login, password, and other account alerts
- Order Checks
- Obtain clearance of specific checks
- Add or update account users
- Request a check withdrawal from your Regular Share, Money Market, or Checking Accounts mailed to your home address
- Download transaction information to personal financial management software from Checking, Regular, and Loan Accounts

ADDITIONAL TRANSACTIONS AVAILABLE AT MOBILE BANKING ONLY:

- Mobile Check Deposit - Enable or disable your Visa Debit Card

ELECTRONIC CHECK CONVERSION: At times, a merchant or other payee in possession of your paper check may capture the routing number, account number, and serial number and electronically initiate an "Electronic Check Transaction". These will appear on your account statement as an ACH transaction and will have all the original paper check data as required by NACHA (National Automated Clearinghouse Association).

TRANSACTION LIMITATIONS: You may make ATM cash withdrawals up to $515 or POS transactions, using your PIN, up to $1,000 each 24-hour period, as long as your available balance will cover the transaction. When using your Visa Debit Card as a credit card in a point-of-sale (POS) transaction, you may withdraw up to $3,000 and/or twelve (12) authorizations each 24-hour period, as long as your available balance will cover the transaction. 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 Visa Debit Card, the account number on the Card, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs, or others who honor the Visa Debit Card is an order by you for the withdrawal of the amount of the transaction from your account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the Visa Debit Card will be charged to your account on the date the transaction is posted to your account.

When you use your Visa Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal or to obtain cash, you use it as a debit card, and it works like a check you write on your account. Your Visa Debit Card is not a credit card, which means you may not defer payment of Visa Debit Card transactions.

When you use your Visa Debit Card, you must follow the merchant's or financial institution's rules, and you may be asked to sign a sales receipt. Some merchants may impose a fee for Visa Debit Card use, and we will not be liable for that fee or if the merchant or financial institution refuses to accept your Visa Debit Card or Visa Debit Card number.

We may debit or place a hold on funds in your account(s) for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or financial institution requests authorization for a transaction you want to conduct, we may place a hold on your account(s) for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

The amount of the hold is generally the same amount as the purchase. However, there can be situations where a merchant places a hold on a larger amount in anticipation of a future transaction. Examples include, but are not limited to, car rental reservations, hotel reservations, and online bids. During the time that a hold is in place, the balance reported to you by means of internet banking, ATM screens, or your periodic account statement might not reflect that the hold is or was in place against your account. We do not determine and are not responsible for the hold amount placed by merchants. We encourage you to discuss such holds with merchants to determine how much the merchant may place on hold. You may not stop payment on a Visa Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If the merchant misrepresents the quality, price, or warranty of the goods or services for which you paid with your Visa Debit Card, you indemnify us of all damages and liability that result from the misrepresentation. If you breach or do not fulfill the terms of your agreement, you also indemnify us for all resulting damage and liability.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (VISA DEBIT CARD): The following limitations apply to the use of the Visa Debit Card:

1. PIN-BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less, plus any authorized overdraft protection for PIN-based purchases.
2. SIGNATURE-BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less.
3. There are no limitations to the frequency of Visa Debit Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services, as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS: You will receive a receipt at the time you make any transaction at an ATM. Depending on the location of the ATM, you may not be given the option to receive a receipt if your transaction is $15 or less. Upon completing a transaction of more than $15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts should be retained to verify that a transaction was performed and compared with your statement.

PERIODIC STATEMENTS: If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle unless there are EFT transactions, in which case you will receive a monthly statement. In any case, you will receive your statement at least quarterly.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"): In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Visa® Debit Card remains the property of East Coast Schools FCU and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Visa® Debit Card for a transaction that would cause your account balance to go below zero or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request. ECSFCU does not have a formal overdraft program for debit card transactions.

Your PIN is used to identify you as an authorized user. You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify the Credit Union immediately if the ATM or Visa® Debit Card or PIN is lost or stolen or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM or Visa® Debit Card. East Coast FCU has the right to refuse a transaction on your account when your ATM or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity in your account. As a precaution, you should:

1. Never write your PIN on your Visa Debit Card or any material carried near or with your card.
2. Never let anyone else use your Card.
3. Never let anyone watch you use your Card or PIN at an ATM.
4. If you forget your PIN, please call 866-985-2273 to reset your PIN. You must call from a phone number associated with your Credit Union account.

   You understand that the use of the PIN to access Credit Union accounts will acknowledge acceptance of the following terms and conditions:
5. The PIN is the property of the Credit Union and is subject to cancellation at any time. You may cancel your PIN privileges at any time by notifying ECSFCU in writing at 1069 Graves Avenue, Suite 100, El Cajon, CA 92021.
6. You understand that the PIN you have selected is personal and confidential. Therefore, you agree to take all reasonable precautions so that no one else learns your PIN. At no time will you reveal or make available, directly or indirectly, the PIN to any other person.
7. Any loss or theft of your PIN must be promptly reported by calling the Credit Union at (619) 588-1515. Once issued, the Credit Union does not maintain a record of the PIN selected; if the PIN is lost or stolen, you must apply for a new PIN by calling 866-985-2273.
8. The use of your PIN is subject to all agreements and regulations on Checking and Share Accounts. You agree not to withdraw funds in excess of the balance in your Accounts, including any agreed-upon line of credit.
9. If a PIN is requested for a joint account, you agree to be jointly and severally liable under the terms of this Agreement.

VISA DEBIT CARD: By using your Visa® Debit Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide Account balance information or to make withdrawals and transfers into or from your Accounts with the Credit Union, in accordance with the instructions given to the automated teller machine. Furthermore, you authorize the Credit Union to make advances on your line of credit loan.

If you authorize us to issue a Visa® Debit Card (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that individual to withdraw funds from any Account (including your line of credit account) which can be accessed by the Visa debit Card.

VISA® NETWORK ATMS: If you have a Visa® Credit Card issued by us, you may use your Visa Credit Card with your Personal Identification Number (PIN) to make cash advances from your Credit Card Account. You authorize us to charge your Visa Credit Card Account in accordance with the instructions you give the ATM.

NON-VISA PINLESS DEBIT CARD TRANSACTIONS: We allow non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN to authenticate your transactions. The non-Visa debit networks for which such transactions are allowed are the CO-OP and Star networks. Examples of the types of actions that you may be required to take to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a debit card number over the phone or online, or using a debit card at a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, online, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your agreement with us relating to Visa® debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network. If you have any questions about non-Visa debit transactions, please give us a call at (619) 588-1515.

*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN), but that is not generally known for having a card program.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

INITIAL AUTHORIZATION: You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.

RIGHT TO STOP PRE-AUTHORIZED PAYMENT: If you want to stop any pre-authorized payment, here's how: Call us at (619) 588-1515, send us a secure message from within Online Banking or send a message via Contact Us on our website, or write us at ECSFCU, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021 in time for us to receive your stop 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, or the oral stop-pay order will cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within fourteen (14) days of your oral notice to us; otherwise, the oral notice will cease to be binding.

NOTICE OF VARYING AMOUNTS: If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount falls outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT: If you order us to stop one of your pre-authorized payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for losses or damages to the extent provided by law. There is a Stop Payment Fee as disclosed on the Schedule of Fees and Charges, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT
If you believe your ATM or Debit Card or PIN or internet banking access code has been lost or stolen, call us at 619-588-1515 (9:00 am – 5:00 pm Pacific Time) or write to 1069 Graves Ave, Suite 100, El Cajon, CA 92021 Attn: Member Services. After hours call: 866-820-1045

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

CONSUMER LIABILITY: Tell us AT ONCE if you believe your ATM Debit Card or PIN has been lost, stolen, or discovered by an unauthorized person or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) plus your maximum line of credit. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used your ATM Debit 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 Card, Visa Debit Card, or PIN , we can prove we could have stopped someone from using your ATM or Debit Card, 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, including those made by card, code, or other means, 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. You should also call the number or write to the address listed on the cover of this Disclosure and Agreement if you believe a transfer has been made using the information from your check without your permission. If you can document a good reason (such as a long trip or hospital stay) that kept you from telling us, we will extend the time period.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD: The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involves PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL TRANSACTIONS: You are prohibited from using your ATM Card or Visa Debit Card, your Card number, or PINs for illegal transactions, including, but not limited to, illegal internet gambling. You agree to indemnify the Credit Union for illegal transactions you conduct using your Visa Debit Card, the Card number, or PIN.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: In case of errors or questions about your electronic funds transactions, telephone us at (619) 588-1515, or write us at ECSFCU, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or transaction receipt. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared unless the error is on an ACH transaction. We must hear from you no later than sixty (60) days from the date the ACH transaction is posted to your account.

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 ECSFCU is notified orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for new accounts) after we hear from you, and ECSFCU will correct any error promptly. If additional time is required, East County FCU may instead take up to forty-five (45) days (90 days if [1] the transaction is a foreign-initiated transaction; [2] the transaction is a Point-of-Sale debit card transaction; or [3] your account has been open 30 days or less to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, including all interest and any fees, so that you will have use of the money during the time it takes us to complete our investigation. If ECSFCU asks you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30 days) after the first deposit to the account is made, including those for foreign-initiated or Point-of-Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) days of notification of the loss unless we determine that additional investigation is warranted and allowed by applicable laws or regulations. We will tell you the results of the investigation within three (3) business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents we used in our investigation.

OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS: If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction.
2. The transaction requested would exceed an unused credit limit.
3. The automated teller machine where you are making the transaction does not have enough cash.
4. The automated teller machine, terminal, or electronic system being used was not working properly, and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction despite reasonable precautions that we have taken.
6. Your Visa Debit Card, or PIN has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the EMV chip or encoding strip, is retained by us at your request, or your, Visa Debit Card PIN has been repeatedly entered incorrectly.
7. Failure to complete the transaction, if done to protect the security of your account and/or the electronic terminal system.
8. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner).
9. You are in default on an account you are attempting a transfer.
10. You fail to properly follow Online Banking or Mobile Banking Service or applicable software instructions on how to make a transfer or payment.
11. There is a malfunction in your computer hardware, software, and/or browser.
12. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider Failure.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES: We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction, or Point-of-Sale purchase you make. All charges associated with our electronic fund transactions are subject to the ECSFCU Schedule of Fees and Charges.

PERIODIC CHARGE: We may charge you a fixed monthly or annual charge for the additional services available to you through your ATM Card or Debit Card, or otherwise. All charges associated with our electronic fund transactions are subject to the ECSFCU Schedule of Fees and Charges.

FEES: You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at the proprietary machine or through a network or are Point-of-Sale transfers or transfers made without the use of your ATM Card or Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are subject to the ECSFCU Schedule of Fees and Charges.

PREAUTHORIZED TRANSACTIONS: There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Schedule of Fees and Charges.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or transaction only.

1. Where it is necessary to complete a transaction
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a government agency or a court order, subpoena, or other legal document
4. If you give us your written permission

AMENDING OR TERMINATING THE AGREEMENT

CHANGE IN TERMS: The Credit Union may change any term and condition of this Disclosure and Agreement at any time, but the Credit Union will give you at least twenty-one (21) days written notice of any change which would result in a greater cost or liability, or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

TERMINATION OF ELECTRONIC SERVICES: You may, by written request and by actually discontinuing the use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners, and we are not required to notify other account owners of the termination. Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended without advance notice if there are insufficient available funds in any one of your accounts if any of your accounts are not in good standing, or if you give false or misleading information to us during any investigation regarding your Account(s). After suspension, electronic services may be reinstated at our discretion once there are sufficient available funds in your accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transactions at any time upon written notice. However, we reserve the right to terminate electronic services immediately and without notice if the terms and conditions of any account agreement have been breached by you or if any of your accounts are not in good standing. Upon termination by you or us, you will cut and return to us all cards issued in connection with this Agreement. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

ONLINE BANKING AND MOBILE BANKING SERVICES DISCLOSURES

ONLINE BILL PAYMENT is an additional service offered to ECSFCU members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept, and print your records at the time you agree to use the service.

MEMBER ACCESS AND RESPONSIBILITY: When you instruct us through Online Banking or Mobile Banking Services to transfer funds between your accounts, you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds from an account that has insufficient funds to complete the transaction, and we may not complete the transaction unless there are available funds in the designated account.

VERIFICATION AND POSTING OF TRANSACTIONS: Transactions made through Online Banking or Mobile Banking Services are binding only after verification by the Credit Union. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

ONLINE BANKING OR MOBILE BANKING PIN AND/OR PASSWORD: You understand that you cannot use Online Banking or Mobile Banking Services without a username and password. You are responsible for the safekeeping of your Online Banking or Mobile Banking Services username and password for all transactions accomplished by using Online Banking or Mobile Banking Services.

If you disclose your Online Banking or Mobile Banking Services username and password to anyone, however, you understand that you have given them access to your accounts via Online Banking or Mobile Banking Services and that you are responsible for any such transactions. You are responsible for all transfers and withdrawals you authorize using Online Banking or Mobile Banking Services. If you permit non-authorized persons to use Online Banking or Mobile Banking Services, you are responsible for any transactions they conduct.

We are authorized to act on any instructions received under your Online Banking or Mobile Banking Services username and password.

PERIODIC STATEMENT: You will receive a periodic statement at least quarterly and will receive a monthly statement for any account that has Online Banking or Mobile Banking Services activity during the month.

ILLEGAL, FRAUD, OR IMPROPER ACTIVITIES: You agree not to use Online Banking, Mobile Banking Services, or the Credit Union's website for any illegal, fraudulent, or improper activity, including, but not limited to, illegal gambling or linking the Credit Union's website to any other website. If we or any service provider suspects that you may be engaged or may have engaged in any illegal, fraudulent, or improper activity, your access to ONLINE BANKING Internet Branch or Mobile Banking Services and the Credit Union's website may be suspended or terminated without advance notice. You agree to cooperate with us to investigate any suspected illegal, fraudulent, or improper activity. You will indemnify us for our losses resulting from your illegal, fraudulent, or improper activity.

REPORTING A LOST/STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS: If you believe your Online Banking or Mobile Banking PIN and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, you must contact us. You may report the loss or theft of your Online Banking or Mobile Banking PIN and/or password by calling (619) 588-1515 during regular business hours. You may also write us at ECSFCU, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021, ATTN: Member Services.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not give your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well-lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card, and leave. You might consider using another ATM or coming back later.
11. Don't display your cash. Pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
12. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or if there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.
13. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about what to do if your card is lost or stolen.

GOVERNING LAWS – ECSFCU may, on your behalf, accept deposits to and make payments from your accounts that have been transmitted through one or more ACH transactions that are not governed by the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California and as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable

OTHER AGREEMENTS: Other Agreements between you and the Credit Union controlling Share Accounts and Checking accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

APPLICABLE LAW: This Disclosure and Agreement shall be construed and governed in accordance with the laws of the State of California.

NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR VISA DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURN IT TO ECSFCU, 1069 GRAVES AVENUE, SUITE 100, EL CAJON, CA 92021.

SUBSTITUTE CHECKS

As our member, we think it is important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

What is a substitute check? - To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

What are my rights regarding substitute checks? - In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling, sending us a Secure Message through Internet Branch, writing us or by visiting any of our convenient branch locations.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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

ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL

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.

ARBITRATION

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present, or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion, or initiation, to submit to, and that such claim shall be settled by binding arbitration. The arbitration will be subject to the Rules of the American Arbitration Association ("AAA") in effect at the time the arbitration is initiated or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to arbitration. This arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge, or AAA panel member with experience and knowledge regarding financial institutions and transactions. The fees and costs of the arbitration pursuant to this Agreement shall be paid by the Credit Union.

In each case, each party will pay for its own attorney fees and costs, if any, for prosecuting and defending claims, except that the arbitrator may award the prevailing party all its attorney fees and costs, including expert witness fees.

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your Account must be commenced within one year after the cause of action occurs.

Arbitration hearings will be held in a location reasonably convenient to your residence or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

WAIVER OF CLASS ACTION AND JURY TRIAL
WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES, AND CLAIMS BY, BETWEEN, OR AGAINST EITHER YOU OR THE CREDIT UNION WHETHER THE DISPUTE, CONTROVERSY, OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.

YOUR RIGHT TO OPT-OUT: ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL
IF YOU DO NOT WANT THIS ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION TO APPLY, YOU MAY OPT OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF YOUR RECEIPT OF THIS AGREEMENT. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER, AND PERSONAL SIGNATURE AND MUST BE MAILED TO THE CREDIT UNION AT EAST COUNTY SCHOOLS FCU, 1069 GRAVES AVENUE, SUITE 100, EL CAJON, CA 92021. OPTING OUT WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OTHER RIGHTS AND OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THIS AGREEMENT.

This arbitration provision does not preclude you from bringing issues regarding your accounts to the attention of any federal, state, or local agency or entity. Such an agency or entity may be able to seek relief on your behalf.
Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as setoff or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

This Arbitration and Waiver of Class Action and Jury Trial provision shall survive your death, the closing of any of your accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law, and shall also survive as to any claim within the scope of this Agreement.

If any term or provision of this Arbitration and Waiver of Class Action and Jury Trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.