

# About Your Credit Union Accounts

Savings Accounts Checking  
Accounts Certificate Accounts  
Electronic Fund Transfers Funds  
Availability Unclaimed Property Law  
Account Agreements



**NORTH COUNTY**  
**CREDIT UNION**  
A DIVISION OF CABRILLO CREDIT UNION

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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the appropriate account application and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records.*

*All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "Savings" accounts, share draft "checking" accounts and share certificate "certificate" accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*

*In this Truth-in-Savings Disclosure and Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we," "us," "our(s)" and "Credit Union" refer to North County Credit Union.*



## Information Regarding Member Identification

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

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

## General Information About All of Our Accounts

### Par Value

The par value of a share in North County Credit Union is \$5.

### Accrual of Dividends

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

### Dividend Rates

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

### Balance Information

We compute the balance in our savings accounts, checking accounts and certificates to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### Bylaw Requirements

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 3 months of the reduction may be terminated from membership at the end of a dividend period. 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. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or 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 the credit committee or loan officer.

### Requirement to Maintain a Membership Savings Account

You must open a Membership Savings Account to open any subsequent accounts. You must maintain the Membership Savings Account to avoid closure of that account and any subsequent accounts.

## **Consent to Contact (Non-Telemarketing Only)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

## **Changes in Terms and Conditions**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## **➔ *About Our Savings Accounts***

North County Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our savings accounts are the Membership Savings, Special Savings, Pay Yourself Savings, Money Market, IRA Savings, and Coverdell Education Savings.

### **Rate Information**

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

### **Transaction Limitations**

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

## **➔ *About Our Membership Savings Account***

Our Membership Savings Account is designed to help you save. It has a tiered dividend rate structure. So, the more you save, the more you earn. With this account your money is close at hand. You can apply for our 24-hour automated teller machine, Internet Teller, and telephone banking (TeleTeller) services.

### **Dividend Compounding and Crediting**

Dividends are compounded quarterly and paid quarterly on the Membership Savings Accounts. The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Membership Savings Account is \$5. You must maintain a minimum daily balance of \$100 in this account to earn the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum daily balance of \$100 in order to avoid a monthly service fee as stated on the Fee Schedule. This requirement does not apply if you have another North County Credit Union account or if you are a member under 18 years of age. You must maintain a minimum balance of \$5 in this account to avoid closure.

## **➔ *About Our Special Savings Account***

Our Special Savings Account is a secondary savings account designed to help you put aside funds for specific needs. A tiered dividend rate structure allows you to earn more money with higher balances.

### **Dividend Compounding and Crediting**

Dividends are compounded quarterly and paid quarterly on the Special Savings Accounts. The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

### **Minimum Balance and Deposit**

The minimum deposit required for you to open a Special Savings Account is \$5. You must maintain a minimum daily balance of \$100 in this account to earn the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$5 in this account to avoid closure.

### **➔ *About Our Pay Yourself Savings Account***

Our Pay Yourself Savings Account has a maximum balance limitation of \$10,000.

### **Dividend Compounding and Crediting**

Dividends are compounded quarterly and paid quarterly on the Pay Yourself Savings Accounts. The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Pay Yourself Savings Account is \$10. There is no minimum balance required in this account to earn the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum balance of \$10, and make a minimum deposit of \$10 to the account each month to avoid closure.

### **Transaction Limitations**

The maximum number of withdrawals you may make is 4 within a calendar year. If you exceed the withdrawal limitations in any calendar year, your account will be subject to the service fee as stated on the Fee Schedule.

There is no ATM/Visa Check Card access for this account.

### **Account Limitations**

Dividends will not be paid on balances over \$10,000. When the balance in your Pay Yourself Savings Account reaches the maximum of \$10,000, the funds will automatically be transferred to your Membership Savings Account. Only one Pay Yourself Savings Account may be opened per member at any given time.

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

This is a liquid deposit account with no specific term or maturity date that allows you to earn market dividend rates. The higher your daily balance, the more you will earn due to its tiered rate structure. There is also an optional check access feature with this account.

For convenient access to your funds, you can apply for our telephone banking (TeleTeller) and Internet Teller Services. You can make unlimited withdrawals, deposits and transfers to your other accounts with North County Credit Union by mail, or at a branch.

### **Dividend Compounding and Crediting**

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

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Money Market Account is \$2,500. You must maintain a minimum daily balance of \$2,500 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid a monthly service fee as stated on the Fee Schedule.

### **Transaction Limitations**

The maximum number of check withdrawals you may make is 3 within a calendar month. If you exceed the withdrawal limitations in any calendar month, your account will be subject to a per check fee as stated on the Fee Schedule.

### **➔ *About Our IRA Savings Account***

Our IRA Savings Account allows you to save tax-deferred dollars for your retirement while meeting Internal Revenue Service (IRS) regulations. This is a liquid deposit account with no specific term or maturity date.

### **Dividend Compounding and Crediting**

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

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an IRA Savings Account is \$100. You must maintain a minimum daily balance of \$100 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

## **Incorporation of Ira Agreement and Disclosures**

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

### **➔ *About Our Coverdell Education Savings (ESA) Account***

The Coverdell Education Savings Account is a liquid deposit account with no specific term or maturity date.

#### **Dividend Compounding and Crediting**

Dividends are compounded quarterly and paid quarterly on the Coverdell Education Savings Account. The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an Coverdell Education Savings Account is \$100. You must maintain a minimum daily balance of \$100 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

## **Incorporation of Coverdell Education Savings Account Agreement and Disclosure**

All other terms and disclosures for our Coverdell Education Savings Account are contained in the Credit Union's Coverdell Education Savings Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Coverdell Education Savings Account, the Credit Union agreement and disclosure statement will be provided to you.

### **➔ *About Our Checking Accounts***

North County Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Charter Checking Account, Direct Deposit Checking Account, e-Access Checking Account, Fresh Start Checking Account and Green Builder Checking Account. For convenient access to your funds, you can apply for our 24-hour automated teller machine, Internet Teller, and telephone banking (TeleTeller) services.

### **➔ *About Our Charter Checking Account***

#### **Rate Information**

Our Charter Checking Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

#### **Dividend Compounding and Crediting**

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

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Charter Checking Account is \$25. You must maintain a minimum daily balance of \$500 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid a service fee, stated on the Fee Schedule.

### **➔ *About Our Direct Deposit Checking Account***

#### **Rate Information**

Our Direct Deposit Checking Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

#### **Dividend Compounding and Crediting**

Dividends are compounded monthly and paid monthly on our Direct Deposit Checking Account. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Direct Deposit Checking Account is \$25. You must maintain a minimum daily balance of \$1,500 in this account to earn the Annual Percentage Yield stated on the Rate Schedule. You must continue to have funds directly deposited into this account to avoid closure of the account. You must maintain a minimum monthly direct deposit of \$100 to this account to avoid a service fee stated on the Fee Schedule.

### **➔ *About Our e-Access Checking Account***

#### **System Requirements**

Our e-Access Checking Account provides periodic account statements electronically. To access your e-Access Checking Account statement you must have a computer, modem, Internet Service, browser, your account number and a PIN.

#### **Rate Information**

Our e-Access Checking Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

#### **Dividend Compounding and Crediting**

Dividends are compounded monthly and paid monthly on our e-Access Checking Account. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an e-Access Checking Account is \$25. To avoid monthly service fee as stated on our Fee Schedule, you must elect to receive electronic statements (e-statements).

#### **Transaction Limitations**

You may make electronic or mail transactions to or from this account as long as your available balance will cover the transactions. Please refer to the "Additional Disclosures Applicable to ATM/POS," "Internet Teller's Internet Account Access," and "TeleTeller Access" for additional terms and conditions. Your account may be subject to a Branch Transaction fee as stated on the Fee Schedule for any of these transactions.

### **➔ *About Our Fresh Start Checking Account***

#### **Rate Information**

Our Fresh Start Checking Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

#### **Dividend Compounding and Crediting**

Dividends are compounded monthly and paid monthly on our Fresh Start Checking Account. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Fresh Start Checking Account is \$25.

#### **Transaction Limitations**

The Fresh Start Checking Account requires you to maintain the account in good standing. You must maintain a minimum monthly direct deposit of \$100. The Fresh Start Checking Account has a monthly service fee as stated on the accompanying Fee Schedule

### **➔ *About Our Green Builder Checking Account***

#### **Account Eligibility**

To avoid the monthly service fee stated on the Fee Schedule, you must meet **all** of the following criteria:

- must make a minimum of eight (8) signature-based debit card transactions each month;
- must maintain a monthly direct deposit of \$250 or more in the account; and
- must elect to receive statements electronically (e-statements).

#### **Rate Information**

Our Green Builder Checking Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

## **Dividend Compounding and Crediting**

Dividends are compounded monthly and paid monthly on our Green Builder Checking Account. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

## **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Green Builder Checking Account is \$25.

### **➔ *About Our Certificate Accounts***

North County Credit Union's certificate accounts let you deposit your money for a specified period of time. Our certificate accounts are the Investment Certificates, Boost Certificates, Boost IRA Certificates, IRA Fixed Rate Certificates, IRA Variable Rate Certificates and Coverdell Education Savings Certificates.

## **Annual Percentage Yield**

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

## **Maturity**

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate or receipt provided to you at the time of opening your account. A notice will be mailed 14 days prior to the maturity date.

## **Dividend Compounding and Crediting**

Dividends are compounded daily and paid quarterly and at maturity.

## **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 at maturity or within a grace period of 10 days after maturity.

## **Exceptions to Penalties**

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the certificate account, or is made pursuant to the Credit Union's bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and 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.

## **Incorporation of Ira And Coverdell Education Savings Account Agreements and Disclosures**

All other terms and disclosures for our Individual Retirement Accounts and Coverdell Education Savings Accounts are contained in the Credit Union's Individual Retirement Account or Coverdell Education Savings Account agreement and disclosure statements, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account or Coverdell Education Savings Account, the Credit Union agreement and disclosure statement will be provided to you.

### **➔ *About Our Investment Certificate***

You may not make deposits into this account before the maturity date. You may make withdrawals of credited dividends from your account at any time. Withdrawals of principal are subject to penalty. See **Early Withdrawal Penalty**.

## **Early Withdrawal Penalty**

We may impose a penalty if you withdraw principal from your Investment Certificate Account before the maturity date. The penalty imposed shall be as follows:

1. If the qualifying period is one year or less, the member shall forfeit an amount equal to:
  - a) all dividends for 90 days on the amount withdrawn, or
  - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days dividends, or
  - c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.
2. If the qualifying period is more than one year, the member shall forfeit an amount equal to:
  - a) all dividends for 180 days on the amount withdrawn, or
  - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days dividends, or



- c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.

## ➔ ***About Our Boost Certificate Accounts***

The Boost Certificate Account allows the account holder to request the dividend rate be increased one time during the term of the Certificate (rate increase is not retroactive).

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Boost Certificate Account is \$2,500. You must maintain a minimum daily balance of \$2,500 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may not make deposits into this account before the maturity date. You may make withdrawals of credited dividends from your account at any time. Withdrawals of principal are subject to penalty and closure of the account. See **Early Withdrawal Penalty**.

### **Early Withdrawal Penalty**

We may impose a penalty and close your Boost Certificate Account if you withdraw principal before the maturity date. The penalty imposed shall be as follows:

- a) all dividends for 180 days on the amount withdrawn, or
- b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less.

## ➔ ***About Our Boost IRA Certificate Accounts (Traditional & Roth)***

The Boost IRA Certificate Account allows the account holder to request the dividend rate be increased one time during the term of the Certificate (rate increase is not retroactive).

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open a Boost Certificate Account is \$1,000. You must maintain a minimum daily balance of \$1,000 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may not make deposits into this account before the maturity date. You may make withdrawals of credited dividends from your account at any time. Withdrawals of principal are subject to penalty and closure of the account. See **Early Withdrawal Penalty** section below.

### **Early Withdrawal Penalty**

We may impose a penalty and close your Boost IRA Certificate Account if you withdraw principal before the maturity date. The penalty imposed shall be as follows:

- a) all dividends for 180 days on the amount withdrawn, or
- b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less.

## ➔ ***About Our IRA Fixed Rate Certificate***

Our IRA Fixed Rate Certificate Accounts allow you to save tax-deferred dollars for your retirement while meeting IRS regulations.

### **Rate Information**

Our IRA Fixed Rate Certificate Accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an IRA Fixed Rate Certificate Account is \$1,000. You must maintain a minimum daily balance of \$1,000 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may not make deposits into or withdrawals from this account before the maturity date. See **Early Withdrawal Penalty** section on the next page.

## ➔ ***About Our IRA Variable Rate Certificate***

Our IRA Variable Rate Certificate Accounts allow you to save tax-deferred dollars for your retirement while meeting IRS regulations.

### **Rate Information**

Our IRA Variable Rate Certificate Accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change as determined by our index and margin. The index is the 13-Week Treasury Bill and the margin is three-fourths of one percentage point (.75%). Information about this index is published monthly in the Federal Reserve Bulletin. This index may change quarterly.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an IRA Variable Rate Certificate Account is \$1,000. You must maintain a minimum daily balance of \$1,000 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may not make deposits into or withdrawals from this account before the maturity date. See **Early Withdrawal Penalty** on the next page.

## **➔ *About Our Coverdell Education Savings Account (ESA) Certificate***

### **Rate Information**

Our Coverdell Education Savings Certificates are designated as fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open an Coverdell Education Savings Certificate is \$1,000. You must maintain a minimum daily balance of \$1,000 in this account to earn the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may not make deposits into or withdrawals from this account before the maturity date. See **Early Withdrawal Penalty** below.

### **Early Withdrawal Penalty for IRA Fixed Rate, IRA Variable Rate and Coverdell Education Savings Account Certificates**

We may impose a penalty if you withdraw any of the funds from your IRA Fixed Rate Certificate, IRA Variable Rate Certificate, or Coverdell Education Savings Certificate before the maturity date. The penalty imposed shall be as follows:

1. If the qualifying period is one year or less, the member shall forfeit an amount equal to:
  - a) all dividends for 90 days on the amount withdrawn, or
  - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days dividends, or
  - c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.
2. If the qualifying period is more than one year, the member shall forfeit an amount equal to:
  - a) all dividends for 180 days on the amount withdrawn, or
  - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days dividends, or
  - c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.

## **Electronic Fund Transfers Disclosure**

This Electronic Fund Transfers (EFT) Disclosure and Agreement as amended from time to time (“Agreement”) sets forth the terms and conditions governing the use of the North County Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by North County Credit Union is given below, followed by specific disclosure information for each service. North County Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an “electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider”). The terms and conditions for such electronic fund transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. This EFT Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by North County Credit Union, you are agreeing to be bound by the terms and conditions of this EFT Agreement.

### **Personal Identification Number**

We will issue you a Personal Identification Number (PIN) that must be used with the Card for transactions that require the use of a PIN. We will also issue you a Personal Identification Number/Access Code for use of the Internet Teller, e-statements, and Bill Pay Management services. These numbers should be memorized. DO NOT write the PIN on your ATM/Check Card, or where it is easily accessible to others. After memorizing your PIN/Access Code, you should destroy the notice disclosing your PIN/Access Code in a secure manner. If you forget, misplace or otherwise disclose your PIN/Access Code, contact the credit union and we will issue you a new one.

## **Right to Receive Documentation of Transactions**

You will get a monthly account statement or receive notification of the availability of an e-Statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

## **Your Liability for Lost, Stolen or Unauthorized Transactions Involving Automated Teller Machine Cards**

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS 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/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

## **Your Liability For Lost, Stolen Or Unauthorized Transactions Involving Check Cards**

Tell us AT ONCE if you believe your Check Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your check card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

## **Special Notice to Visa® Check Cardholders**

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

## **How To Notify The Credit Union In The Event Of An Unauthorized Transaction**

If you believe your ATM/POS Card, Visa Check Card, PIN or Access Code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (858) 487-1880, or write to us at P.O. Box 289014, San Diego, CA 92198-9014. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## **Business Days**

Our business days are Monday through Friday, excluding holidays. Our business hours are 9:30 a.m. to 5:30 p.m. Monday through Thursday, and 7:00 a.m. to 6:00 p.m. on Friday.

## **Our Liability for Failure to Make Transfers**

If we do not complete a transaction to or from your savings or checking account on time or in the correct amount according to our EFT Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;

- c) the terminal where you were making the transaction did not have enough cash;
  - d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
  - e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
  - f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
  - g) your ATM/POS Card, Visa Check Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN or access code has been entered incorrectly;
  - h) your ATM/POS Card, Visa Check Card, PIN or Access Code has been reported lost or stolen and we have blocked the account; or
  - i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at (858) 487-1880, or write us at P.O. Box 289014, San Diego, CA 92198-9014, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or payment listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

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

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

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

### **Charges**

All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Truth-in-Savings Disclosure and Agreement.

### **Disclosure Of Account Information To Third Parties**

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

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

### **Address Change**

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements and to avoid the monthly service fee stated on the Fee Schedule. Address changes must be submitted to the Credit Union in writing. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

### **Amendments**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your

Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM/ POS Cards, Visa Check Card, PIN or Access Code or designated accounts.

### **Termination**

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

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

### **Additional Benefits/Card Enhancements**

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

### **Waiver Of Rights**

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

### **Other Agreements**

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

### **Severability**

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

### **Who Is Bound by This Agreement**

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

### **Signatures**

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

### **Consumer Reports**

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

## **➔ *Additional Disclosures Applicable to Automated Clearing House (ACH) Services***

### **Documentation Of Direct Deposit**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at: (858) 487-1880 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

### **Disclosure of Right to Stop Payment**

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (858) 487-1880, or write to us at P.O. Box 289014, San Diego, CA 92198-9014, in time for us to receive your request three 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 14 days after you call.

- Notice of varying amounts.

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

### **Transactions Available**

You may use ACH services to perform the following transactions:

- make deposits to your savings or checking account;
- arrange with your creditors to pay bills directly from your savings or checking account in the amounts and on the days you request;
- authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to verification by us.

### **➔ *Additional Disclosures Applicable to Internet Teller's Internet Account Access***

#### **System Requirements**

Internet Teller's Internet Account Access allows convenient access to your account information 24 hours a day. To use Internet Teller's Internet Account Access you must have a computer, modem, Internet Service, browser, your account number and a PIN.

#### **Enrollment Requirements And Personal Identification Number/Password**

To register for Internet Teller's Internet Account Access service, you must have a Credit Union TeleTeller bank-by-phone Personal Identification Number (PIN). Enter your Membership Savings Account number and TeleTeller PIN when prompted on the Internet Teller Log On screen on our Web site. Additional account information may be prompted as required by multi factor authentication. We will verify this information. If the information is entered correctly, you will be presented with a welcome screen. You may change your PIN at any time using the "User Options" feature in Internet Teller.

Your PIN should be memorized. You can only access your accounts online with use of your PIN. After memorizing it, you should destroy it. If you lose or forget your PIN, contact the Credit Union and we will issue a new one to you.

#### **Transactions Available With Internet Teller's "Account Access"**

The following is a list of transactions available at our Internet address: <http://www.northcountycu.org> when you have logged on to "Internet Teller's Internet Account Access:"

- a) obtain balances and other account details on your deposit and loan accounts;
- b) make transfers between your savings and checking accounts;
- c) make Credit Union loan payments from your savings and checking accounts;
- d) review the past three months of transaction activity for all your accounts;
- e) download transaction information from your savings and checking accounts to personal financial management software; and
- f) view cancelled checks written on your accounts.

#### **Internet Teller's "Account Access" Limitations**

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

### **➔ *Additional Disclosures Applicable to Direct Outbound Transfer Service***

#### **System Requirements**

To use Direct Outbound Transfer service, you must have a computer, Internet Service, browser and your Internet Teller login information.

#### **Enrollment Requirements**

To register and/or use the service, you must log on to "Internet Teller's Internet Account Access" service at <http://www.northcountycu.org>. You must also be a member in good standing and do not have any delinquent loan accounts over fifteen (15) days.

## **Transactions Available with Direct Outbound Transfer**

The following is a list of transactions available for the Direct Outbound Transfer service:

- transfer funds to other financial institutions from your Credit Union accounts.

## **Cut-Off Time on Direct Outbound Transfers from Your Account**

Transfer requests received prior to 2:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open will be debited from your account on the same business day. Transfer requests received after 2:00 p.m. PST or on any day the Credit Union is not open, including holidays, will be debited from your account on the next business day.

## **Limitations on Transactions**

The following are limitations to the use of the Direct Outbound Transfers service:

- a service charge as stated on the Fee Schedule will be assessed per transaction;
- the maximum transaction amount is \$2,500 per transaction; \$5,000 aggregate per day; and \$10,000 aggregate per calendar month; and
- no more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ *Additional Disclosures Applicable to Internet Teller's "Bill Pay Management" Service***

### **System Requirements**

To use our Bill Pay Management service you must have a computer, modem, Internet Service, browser, your account number, and Internet Teller password.

### **Enrollment Requirements**

To enroll for Bill Pay Management service, you must enroll and log into our Internet Teller's "Account Access" Service and have a checking account in good standing with North County Credit Union. You will be notified by e-mail in approximately five (5) business days that the service has been activated. In order to retain this service, you must maintain a North County Credit Union checking account in good standing. Your Bill Pay Management service must remain active in order to avoid closure.

### **Transactions Available With "Bill Pay Management" Service**

The following is a list of some of the transactions available at our Internet address: <http://www.northcountycu.org> when you are logged on to Internet Teller and have registered for Bill Pay Management service:

- a) Add/Edit Merchants: Merchant refers to the entity to which you pays bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants. Recurring payments are scheduled under this feature.
- b) Pay Bills: The Pay Bills feature allows you to schedule one-time or recurring payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- c) Pending Payments: The Pending Payments features allows you to verify that the information that has been submitted regarding payments is correct. Corrections to payments can be made under this feature.
- d) View History: View History permits you to see payments made over a specified time period, not to exceed five (5) weeks. History can be sorted by date, amount or alphabetically by merchant name in both ascending and descending order.
- e) User Data: User Data allows you to change your own information, such as address or phone number. This information is updated in the electronic bill payment service provider's database.

### **Internet Teller's "Bill Pay Management" Service Limitations**

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

- a) bill payments can only be made from your checking account;
- b) payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- c) if you close the designated bill payment checking account, all scheduled payments will be stopped;
- d) you cannot stop a payment if the payment has already been processed; and
- e) you can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days.

## **Bill Payment Returns/Overdrafts**

In the event that a bill payment/draft is returned for non-sufficient funds, our Bill Pay Management service will be stopped immediately (i.e., no other scheduled payments will be made) until the overdraft is resolved. You will also be subject to our Non-Sufficient Funds (NSF) fee as stated on our Rate and Fee Schedule. You also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your payment account. The Credit Union reserves the right to terminate the Bill Pay Management service if excessive overdrafts are made.

## **Bill Payment Methods and Restrictions**

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

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

## **Bill Pay Management Service Account Debits**

Your account will be debited within two business days after the scheduled payment's processing date. This date is specified by you and is seen on both the "Pay Bills" and "Pending Payment" features of this service.

## **Bill Pay Management Service Responsibilities**

You are responsible for:

- a) any late payment or service fees charged by merchant(s) and any overdraft, NSF or stop payment fees charged by North County Credit Union as a result of these transactions;
- b) data input of payee information (payment amount(s), name, address and any other pertinent information); and
- c) written notification to the Credit Union in the event you wish to cancel this service.

## **➔ *Additional Disclosures Applicable to ATM and POS Services***

### **Rules for Use**

By using your ATM/POS Card with your PIN at ATMs or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. You may use your ATM card at terminals displaying the CO-OP, PLUS, STAR, and Visa logos. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

### **ATM Fees**

When you use an ATM not owned by North County Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or Check Card issued by North County Credit Union for use of an electronic terminal operated by North County Credit Union.

### **Transactions Available**

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

- make deposits to your savings or checking account;
- withdraw cash from your savings or checking, or you may access your line of credit;
- transfer funds between your savings or checking accounts, or you may access your line of credit;
- make point-of-sale payments for goods and services to others from your checking account; or
- make account balance inquiries.

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

### **Limitations on Transactions**

You may make up to 5 ATM cash withdrawals totaling \$350 in each 24-hour period as long as your available balance will cover the transaction. Various institutions which 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. You may make POS transactions up to a total of \$1,000 in each 24-hour period.

### **Access Cards**

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



## **ATM Safety**

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

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

## **➔ *Additional Disclosures Applicable to Check Card Services***

### **Issuance of Card**

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

### **Responsibility for Transactions**

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

### **Effect of Agreement**

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the Agreement that applies to all transactions involving the Card.

### **Merchant Disputes**

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

### **Limitations on Dollar Amounts and Frequency of Transactions**

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

### **Use of The Card**

You may use the Card and PIN to:

- withdraw cash from your savings, checking, or Line of Credit Accounts at ATMs displaying the CO-OP, PLUS, STAR, or Visa logos;
- withdraw cash from your Accounts at merchants or financial institutions which accept Visa Check Cards;
- transfer funds between your savings, checking, or Line of Credit Accounts and another account you have with the Credit Union; and
- make deposits to one of your savings, checking, or Line of Credit Accounts.

You may use the Card without the PIN to:

- purchase goods or services at places that accept Visa Check Cards (these are point-of-sale or POS transactions);
- order goods or services by mail or telephone from places that accept Visa Check Cards;

- order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Check Cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. When the Credit Union receives notification of a Check Card transaction, it will put a hold on an equivalent amount of funds in your checking account for 3 days.

All Check Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

### **Illegal Use of Visa® Check Card**

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

### **Overdrafts**

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

### **Refusal to Honor Card**

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

### **Foreign Transactions**

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

## **➔ *Additional Disclosures Applicable to Audio Response (TeleTeller)***

### **Transactions Available**

You may use our Audio Response Service (TeleTeller) to perform the following transactions:

- obtain account balances on your savings, checking, money market, IRA and certificate accounts;
- obtain clearance of specific checks;
- obtain loan balances;
- request a check withdrawal from your savings or checking or money market account;
- transfer funds between your savings, checking, and money market accounts;
- request a loan advance from your Line of Credit Account;
- obtain date and amount of deposits to your savings or checking accounts;
- transfer funds from your Line of Credit to your savings or checking accounts; and
- make loan payments from your savings or checking accounts.

All payments and deposits are subject to verification by us.

## **Limitations On Transactions**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ *Additional Disclosures Applicable to Money Management®***

### **System Requirements**

To use Money Management®, you must log on to Internet Teller's "Internet Account Access" service. You must also have your account number, user ID and password from other eligible financial institutions.

### **Transactions Available With "Money Management®"**

The following is a list of transactions available for the Money Management® service:

- a) can view your North County Credit Union accounts and your account information from most other financial institutions (account aggregation);
- b) can view the activity of your registered accounts, loans, investments, credit cards and bills;
- c) can calculate net worth, track assets and debts;
- d) can set up and manage a budget to better manage finances and save more;
- e) can consolidate bills, track upcoming payments, and schedule email alerts to remind member when future payments are due;
- f) can view projected balance(s) based on upcoming transactions and paycheck deposits;
- g) can track business income and expenses in your personal accounts to simplify at tax time; and
- h) can download transactions to a file (via a .csv file).

### **Money Management® Service Limitations**

The following are limitations to the use of the Money Management® service:

- Not all financial institutions can be added to the Money Management® service.

## **➔ *Additional Disclosures Applicable to Text Banking Services***

### **System Requirements**

To use the Text Banking service, you must have a mobile device with a service plan that includes text messaging. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

### **Enrollment Requirements**

You must also register your mobile device and Credit Union account(s) by logging on to "Internet Teller's Internet Account Access" service at <http://www.northcountycu.org> and selecting this service.

### **Transactions Available with Text**

The following is a list of transactions available for the Text Banking service:

- a) view account transactions;
- b) make account transfers between your savings and checking accounts; and
- c) obtain loan and deposit accounts balance information.

### **Limitations on Transactions**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ *Additional Disclosures Applicable to Mobile Web Services***

To use the Mobile Web service, you must have an Internet enabled mobile device with a service plan that includes data and Internet access, your Internet Teller service login information. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.

## Transactions Available

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

- obtain loan and deposit accounts balance information;
- view account transactions;
- make account transfers between your savings and checking accounts;
- view Credit Union loan and account rates;
- locate ATM and Credit Union branch locations; and
- make bill payments to established payees (*must first set up payees in Online Bill Pay in the Internet Teller service*).

## Limitations on Transactions

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## ➔ *Additional Disclosures Applicable to Smartphone and Tablet Apps Services*

To use the Smartphone or Tablet Apps service, you must have a smart phone or tablet device with a service plan that includes data and Internet access, your Internet Teller login information and download the North County Credit Union Application from your smartphone or tablet's application store. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.

## Transactions Available

You may use the Smartphone or Tablet Apps service to perform the following transactions:

- obtain loan and deposit accounts balance information;
- view account transactions;
- make account transfers between your savings and checking accounts;
- view Credit Union loan and account rates;
- deposit checks through Mobile Deposit Scan service (available only for smartphones);
- view check images;
- locate ATM and Credit Union branch locations; and
- make bill payments to established payees (must first set up payee in Online Bill Pay in the Internet Teller service).

## Limitation on Transactions

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## ➔ *Additional Disclosures Applicable to POPmoney® Personal Payment Services*

POPmoney® Personal Payment service allows you to send, request and receive money online.

Complete Terms and Conditions, transaction limitations and fees for this service are available online when you register for this service or you may contact the Credit Union for more information. In the case of any conflict between the terms of the POPmoney® Personal Payment Agreement and this Truth in Savings Disclosure, the POPmoney® Personal Payment Agreement will control.

To use the POPmoney® service, you must meet the following criteria:

- be a member in good standing;
- do not have any delinquent loan accounts over fifteen (15) days; and
- have a computer, Internet Service, browser and your Internet Teller login information.

## Enrollment Requirements

To register and/or use the service, you must log on to "Internet Teller's Internet Account Access" service at <http://www.northcountycu.org>. You must also have the e-mail address or cell phone number of the individual or group with

whom you are conducting the transaction.

### **Transactions Available with POPmoney® Personal Payment**

The following is a list of transactions available for the POPmoney® Personal Payment service:

- send funds from your account to a recipient;
- request and receive approved funds from a person or group.

### **Limitations on Transactions**

The following are limitations to the use of the POPmoney® Personal Payment service:

- a service charge as stated on the Fee Schedule will be assessed per transaction;
- individual payments may not exceed \$2,500;
- total payments may not exceed \$5,000 during any 24-hour period; and
- total payments may not exceed \$10,000 during any calendar month.

### **Cut-Off Time On Credits Or Debits From Your Account**

Credits or debits received prior to 2:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open will be credited to or debited from your account on the same business day. Credits or debits received after 2:00 p.m. PST or on any day the Credit Union is not open, including holidays, will be credited or debited on the next business day.

### **Limitations On Transactions**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, check card or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ *Additional Disclosures Applicable to “Fast ProPay” Loan Payment Services***

### **System Requirements**

To use the “Fast ProPay” service, you must log on to our Internet address: <http://www.northcountycu.org> and click on the link for “Fast ProPay Loan Payment Service.” Enter your financial account information held with another financial institution and your preferred payment method and transfer amount.

### **Transactions Available with Fast Propay**

The following is a list of transactions available for the Fast ProPay Loan Payment Service:

- make payments to North County Credit Union loans, mortgage or other accounts from another financial institution via e-check, debit or credit card payment; and
- schedule one-time payments using e-check, debit or credit cards, or future payments using e-checks.

### **Fast Propay Loan Payment Service Limitations On Transactions**

The following are limitations to the use of the Fast ProPay Loan Payment Service:

- maximum payment amount varies depending on the payment method (electronic check, debit or credit card) used and the designated North County Credit Union loan or deposit account. The maximum payment amounts are listed under the Fast ProPay Loan Payment Service link; and
- a service charge as stated under the Fast ProPay Loan Payment Service link will be assessed per transaction

### **Cut-Off Time On Credits/Payments To Your Account**

Credits or payments received prior to 4:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open will be made to your account on the same business day. Credits or payments received after 4:00 p.m. PST or on any day the Credit Union is not open, including holidays, will be made on the next business day.

## **Mobile Deposits Scan Disclosures and Agreement**

The Mobile Deposit Scan Disclosure and Agreement is incorporated by this reference. All other terms and conditions of your Mobile Deposit Scan Disclosure and Agreement, as amended, remain in force.

### **Mobile Deposit Scan Services and Criteria**

Mobile Deposit Scan Service (“Service”) allows you to remotely deposit paper checks from your mobile device to your Credit Union account by electronically transmitting a digital image of the paper check to the Credit Union.

In order for you to obtain the Service, you must be a member in good standing and do not have any delinquent loan accounts beyond fifteen (15) days.

## **System Requirements**

To use the Service, you must meet the following system requirements:

- You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.
- You must have the North County CU Mobile Application installed on your smart phone device. The North County Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.
- You must be enrolled in the Smart Apps Service.

## **How to Notify Us in Case of Errors**

If you believe there has been an error with respect to any original check or image transmitted to the Credit Union for deposit, call us at (858) 487-1880 or write us at P.O. Box 289014, San Diego, CA 92198-9014.

## **Charges**

All fees associated with the Mobile Deposit Scan services are disclosed in our Fee Schedule. You are responsible for paying the fee(s) for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. North County Credit Union may change the fees for use of the Services at any time pursuant to the section titled "Amendments." You authorize the Credit Union to deduct any such fees from any North County Credit Union account in your name.

## **Amendments**

The Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. We will notify you of any material change to this Disclosure and Agreement via e-mail, app update, or on our website by providing a link to the revised Disclosure and Agreement. You will be prompted to accept or reject any material change to this Disclosure and Agreement upon next use of the Service after North County Credit Union has made the change before you will be permitted to continue accessing the Services. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised Terms and Conditions along with the continued use of the Mobile Deposit Scan service will indicate your consent to be bound by the revised Disclosure and Agreement.

## **Cut-Off Time and Credit to Your Account**

Deposits received prior to 2:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open will be credited to your account on the same business day. Deposits received after 2:00 p.m. PST or on any day the Credit Union is not open, including holidays, will be credited on the next business day.

## **Funds Availability**

Our policy is to make the first \$200 in funds from an image of an item you submit through the Service available to you on the first (1st) business day after the day we receive your deposit. The remainder of your funds will be available on the second (2nd) business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the second (2nd) business day, we will notify you after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

## **Requirements of Checks Transmitted**

Prior to scanning the check, you must add your signature endorsement and your Credit Union account number to the back of the check, or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

You must provide the Credit Union a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information.

You must also provide the Credit Union a complete, legible and accurate image of the back of the check showing your signature endorsement.

## **Deposit Limitations**

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned.

The current daily dollar aggregate item limit is \$5,000.00 and the monthly dollar aggregate item limit is \$10,000. The maximum number of checks you can deposit is five (5) per day. The maximum number of checks you can deposit is twenty (20) within a calendar month.

The following are examples of items not accepted for deposit through the Mobile Deposit Scan service (this list is not exhaustive):

- Items made payable to a third party (i.e., any person or entity not a party to the account).
- Items displaying a "non-negotiable," "void" or similar notation or watermark.

- Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.

### **Member Responsibilities**

You are solely responsible for:

- Transmitting to the Credit Union a complete, accurate and legible image of the front and back of the original check without any alteration.
- Paying any overdraft or NSF fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.
- Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically.

### **Termination**

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

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

### **Member Warranties**

By using the Service, you represent and warrant that:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will comply with this Disclosure and Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless the Credit Union from any loss, due in whole or in part, to the breach of this warranty provision.

## **Regulations Relating to Electronic Fund Transfers**

### **Applicable Law**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **Funds Transfer Cut-Off Time**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 11 a.m. PST on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **Service Charges/Fees**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

## **Security Procedures**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

## **Use of Fedwires**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

## **Identification of Beneficiary**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

## **Identification of Beneficiary and Intermediary Bank By Number**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

## **Provisional ACH Payments**

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

## **Notice of Receipt Of ACH Funds**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## **Receipt of Incoming (Non-ACH) Funds Transfers**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

## **Payment Of Dividends (Or Interest)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

## **Your Ability to Withdraw Funds**

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

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

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



## **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits will be available on the first business day.

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

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

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

- we believe a check you deposit will not be paid;
- you deposit checks totaling more than \$5,525 on any one day;
- you redeposit a check that has been returned unpaid;
- you have overdrawn your account repeatedly in the last six months; or
- there is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

## **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 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 11th business day after the day of your deposit.

## **Deposits at Automated Teller Machines**

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

## **➔ *CO-OP Shared Branch®***

Members may conduct transactions on their North County Credit Union accounts at CO-OP Shared Branch locations. All transactions conducted at a CO-OP Shared Branch location are subject to CO-OP's operating procedures, policies, and fees. Transactions are subject to North County Credit Union's account terms and disclosures, and are subject to host credit union verification. Certain transactions at CO-OP Shared Branch may be subject to a North County Credit Union fee as stated on the accompanying Fee Schedule.

## **Important Notice About Your Account(s) (California Residents)**

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

## **General Terms and Conditions of Your Credit Union Accounts**

### **Definitions**

**ACCOUNT AGREEMENT** means any savings, checking, certificate, trust, Totten trust or UTMA account.

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

### **Membership & Account Application**

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

## **Account Ownership**

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

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

## **Special Rules for Joint Accounts**

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

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

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

## **Notice**

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

## **Ability to Pledge Funds**

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## **Enforcement Of Liens**

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

## **Financial Abuse Reporting**

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

- financial abuse involving an elder or dependent adult;
- where the ownership or collectibility of funds are subject to dispute; or
- misuse or abuse of account services;

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

## **Notification Of Changes**

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

## **Waiver of Certain Rights**

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

## **Consumer Reports**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM card, check card, or other service provided by the Credit Union,

and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

### **Negative Credit Reporting**

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

### **Reporting Inaccurate Information**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at North County Credit Union, P.O. Box 289014, San Diego, CA 92198-9014, so we can investigate.

### **Telephone Transactions**

You may make certain transactions on your accounts by contacting us at the telephone number on your statement. For some types of transactions, we require you to complete a written agreement. We reserve the right to deny any telephone transactions. You will be notified at the time of your request if we choose to do so.

### **Post-Dated Checks**

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

### **Examination of Statements**

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

### **Non-Cash Payments**

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

### **Fees And Charges**

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

### **Attorneys' Fees And Other Fees**

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

### **Credit Union's Right To Offset**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

### **Governing Law**

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

## **➔ *Savings Account Agreement***

### **Transfers to Third Parties**

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

### **Withdrawals, Prior Notice Requirement**

The board of directors reserves the right, at any time, to require members to give, in writing, not less than 7 days, and not more than 60 days, notice of intention to withdraw the whole or any part of the amounts so paid in by them.

## **➔ *Checking Account Agreement***

### **Withdrawals, Approved Methods**

Only checking blanks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

## Electronic Check Conversion

Upon prior notification from the merchant to the Account Holder, a purchase made with a check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

## Checks

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

## Overdrafts

The Credit Union is under no obligation to pay a check which exceeds the available balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

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

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, 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 lowest to 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 times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your 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 are required to 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. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call (858) 487-1880.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- *Any checks you have written that have not yet been presented for payment.*
- *Any automatic bill payments you have scheduled that have not yet been sent.*
- *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

## **Courtesy Cover Program**

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

The Credit Union may honor overdrafts, including checks, Visa Check Card Transactions, and ACH items so long as you meet the following criteria:

- must be a member in good standing;
- checking account must be open for a minimum of 90 days;
- minimum age of 18 years or older;
- account has not had a negative balance of \$1.00 or more for more than 30 days;
- loans cannot be delinquent more than \$300 for a period of more than 14 days; and
- account must have deposits (excluding transfers) totaling at least \$500 within the last 32 days prior to overdraft.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for Visa Check Card Transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your Visa Check Card purchases, contact us at (858) 487-1880, or write to us at P.O. Box 289014, San Diego, CA 92198-9014. Complete the Overdraft Consent Form and return it to any Credit Union branch or mail it to us at the address shown. The Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Cover fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$525, including the Courtesy Cover fee.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than forty-five (45) days from the date of the earliest overdraft. If you fail to cover the total overdraft amount within forty-five (45) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Cover Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for the Courtesy Cover service is described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Courtesy Cover service.

The Courtesy Cover Program is a discretionary privilege offered members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Cover Program, you must inform the Credit Union either by sending written notice to North County Credit Union, P. O. Box 289014, San Diego, CA 92198, or by using our secure e-mail form on our website at [www.northcountycu.org](http://www.northcountycu.org).

## **Stale-Dated Checks**

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

## **Stop Payments**

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

### **Truncation of Drafts**

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

### **Liability of Credit Union**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

### **Closure of Account**

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

### **For Checking Accounts with Savings Overdraft Protection**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No checking overdraft may be paid by charging a savings account if, as a result of such charge, that savings account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

### **For Checking Accounts with Loan Overdraft Protection**

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

## **➔ *Certificate Account Agreement***

### **Pledging of Funds**

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

