

About Your Credit Union Accounts

Share Accounts
Checking Accounts
Share Certificate Accounts
Electronic Fund Transfers
Remote Deposit Anywhere Capture
Funds Availability
Unclaimed Property Law
Account Agreements

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YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate membership account application and return it to a Member Service 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 (U.C.C.). Share accounts "savings", share draft "checking" accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



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 documents.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

BUSINESS DAYS

Our business days are every day except Saturdays, Sundays, and holidays. We observe the Holiday schedule as published by the Federal Reserve. We are closed the day after Thanksgiving. Our Stockton Office is open on Saturdays (limited hours), business day but not a banking day.

PAR VALUE

The par value of a share in the Premier Community Credit Union is five dollars (\$5).

ACCRUAL OF DIVIDENDS

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

DIVIDEND RATES

The initial dividend rate and Annual Percentage Yield on our share, checking, and share certificate accounts are stated on the Deposit Rates Schedule accompanying this Agreement. The Deposit Rates Schedule, as adopted by the Credit Union and amended from time to time, is incorporated herein by reference. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends are available for withdrawal after they are paid.

BALANCE INFORMATION

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

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

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. Every applicant for membership shall purchase and maintain a minimum of one (1) Prime Share of this Credit Union. A member who reduces his share balance below one (1) Prime Share and does not increase the balance within three (3) months may be terminated from membership.

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 share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (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 Manager 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 co-maker, endorser, or guarantor are delinquent, without the written consent of the Credit Manager or a loan officer. All members agree to abide by the provisions of the Credit Union bylaws.

REQUIREMENT TO MAINTAIN A PRIME SHARE ACCOUNT

Your Prime Share Account is your Membership Account. You must open a Prime Share Account to open any subsequent accounts. Each member must open a Prime Share Account to open subsequent accounts. You must maintain the Prime Share Account to avoid closure of that account and any subsequent accounts.

You may open additional Accounts with different owner combinations. Additional savings or loan subaccounts under your Prime Share Account. If a member wants to change the ownership of the funds, the member will be required to withdraw the funds, and change the ownership with a new account application using the Account Agreement forms provided by the Credit Union.

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.

FEES AND CHARGES

All accounts are subject to fees and charges in accordance with the Schedule of Fees and Charges accompanying this Agreement. The Schedule of Fees and Charges, as adopted by the Credit Union and amended from time to time, is incorporated herein by reference.

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 SHARE ACCOUNTS

Premier Community Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are our Prime Share Savings Accounts, Secondary Share Account, Health Savings Accounts (HSAs), Mortgage Impound Share Accounts, Youth Share Savings Accounts, Money Market Share Accounts, Diamond Money Market Share Accounts, Coverdell Educational Share Account, and IRA Share Savings Accounts.

RATE INFORMATION

Our share accounts are designated as variable rate accounts on the Deposit Rates Schedule. This rate and yield may change any time at the discretion of the Credit Union's Board of Directors.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for share accounts 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 rate is declared on the first of the month for the month the dividends are paid. Paid dividends are available for withdrawal after they are paid. The most recent dividend declaration date is reflected on the accompanying Deposit Rates Schedule.

TRANSFERS TO THIRD PARTIES

During any calendar month, no more than six (6) withdrawals or transfers made to another account at the Credit Union or to a third party by means of a pre-authorized, automatic transfer, online or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order payable to a third party, may be made from each share savings account or money market

share account. 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 calling the Credit Union or through the Telephone Banking service must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when such transfers or withdrawals are made by mail, messenger, automated teller machine (ATM), or in person, or when such withdrawals are made by telephone (via check mailed payable to the Account Holder).

➔ ***Prime Share Savings Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Prime Share Savings Account is five dollars (\$5). You must maintain a minimum daily balance of one hundred dollars (\$100) in your Prime Share Savings Account to avoid a service fee as stated in our Account Rate Sheet and Schedule of Fees and Charges and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule, and to avoid the service from causing an account closure.

You may avoid a minimum balance fee if you open and maintain an active checking, money market share, share certificate or loan account with the Credit Union. The minimum balance fee is waived for members under 18.

ACCOUNT LIMITATIONS

To avoid an excessive withdrawal fee as stated on the Schedule of Fees and Charges, you must limit your withdrawals from this account to a maximum of 3 per month.

➔ ***Secondary Share Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Secondary Share Account is five dollars (\$5). You must maintain a minimum daily balance of one-hundred dollars (\$100) in your Secondary Share Account to avoid a service fee as stated in our Account Rate Sheet and Schedule of Fees and Charges and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule.

ACCOUNT LIMITATIONS

During any calendar month, you may not make more than six withdrawals or transfers to any other Credit Union account of yours or to a third party by means of preauthorized, automatic, or telephonic transfers (including transfers through audio response and PC/home banking systems). No more than three of the six transfers may be made by check or draft to a third party or through a debit card. Please refer to the accompanying Schedule of Fees and Charges for any fee that may apply if you exceed a certain number of transfers in a calendar month.

➔ ***Health Savings Account (HSA)***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open an HSA Account is five dollars (\$5). You must maintain a minimum daily balance of one hundred dollars (\$100) in your HSA Account to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule.

See the Health Savings Custodial Account Agreement for additional disclosures.

➔ ***Mortgage Impound Share Account***

The Mortgage Impound Share Account is available for opening only where escrow impounds are requested in conjunction with an associated real-estate loan that is maintained by the Credit Union. At the maturity of the real estate loan, the associated Mortgage Impound Share Account balance is transferred to your Prime Share Savings Account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum balance required to open and obtain the Annual Percentage Yield stated on the Deposit Rates Schedule is \$0.01.

See the Mortgage Impound Share Account Agreement for additional disclosures.

➔ ***Youth Share Savings (Formerly Treasure Hunter Savings)***

You must be under the age of 18 to open a Youth Share Savings Account. On the 18th birthday of the account owner, the account will convert to a General Membership/Prime Share.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Youth Share Savings Account is five dollars (\$5). You must maintain a minimum daily balance of five dollars (\$5) in your Youth Share Savings Account to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule. You must maintain a minimum balance of five dollars (\$5) to avoid closure. There is no minimum balance fee for members under 18 years of age.

➤ ***Money Market Share Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Money Market Share Account is two thousand five hundred dollars (\$2,500). You must maintain a minimum average monthly balance of two thousand five hundred dollars (\$2,500) in your Money Market Share Account to avoid a service fee as stated on the Schedule of Fees and Charges, and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule, and to avoid closure.

ACCOUNT LIMITATIONS

To avoid an excessive withdrawal fee as stated on the Schedule of Fees and Charges, you must limit your withdrawals from this account to a maximum of three (3) per month. ATM transactions are generally prohibited due to ATM network limitations. The minimum withdrawal amount is two hundred fifty dollars (\$250).

➤ ***Diamond Money Market Share Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

Your minimum balance requirements to open the account are disclosed on the Deposit Rates Schedule. You must maintain a minimum average monthly balance of twenty-five thousand dollars (\$25,000) in your Diamond Money Market Share Account to avoid a service fee as stated in the Schedule of Fees and Charges, and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule, and to avoid closure.

ACCOUNT LIMITATIONS

The minimum withdrawal amount is two hundred fifty dollars (\$250). You must limit your withdrawals from this account to a maximum of three (3) per month.

➤ ***Coverdell Educational Share Account***

A Coverdell Education Savings Account, is a tax-advantaged investment account in the United States designed to encourage savings to cover future education expenses, such as tuition, books, and uniforms. More information can be found in Section 530 of the Internal Revenue Code.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Secondary Share Account is five dollars (\$5).

ACCOUNT LIMITATIONS

During any calendar month, you may not make more than six withdrawals or transfers to any other Credit Union account of yours or to a third party by means of preauthorized, automatic, or telephonic transfers (including transfers through audio response and PC/home banking systems). No more than three of the six transfers may be made by check or draft to a third party or through a debit card. Please refer to the accompanying Schedule of Fees and Charges for any fee that may apply for this account.

➤ ***Individual Retirement Account (IRA) Share Savings Account***

IRA types offered are the Traditional, ROTH and SEP.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must maintain a minimum daily balance of one-hundred dollars (\$100) in your IRA Share Savings Account to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule. You must maintain a minimum balance of five dollars (\$5) to avoid closure.

You must maintain a minimum balance of \$2,000 to avoid the Annual Custodial Fee of \$5 or maintain a IRA Certificate, Money Market, Share Certificate or a loan with an active balance. Members under age of 18 are also exempt.

ACCOUNT LIMITATIONS

To avoid an excessive withdrawal fee as stated on the Schedule of Fees and Charges, you must limit your withdrawals from this account to a maximum of three (3) per month.

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 are 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 CHECKING ACCOUNTS

Premier Community 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 Basic Checking Accounts, Advantage Checking Accounts, Diamond Checking Accounts, FreshStart Checking Accounts, Interest Checking Accounts, Premier Checking Accounts (discontinued), Student Checking Accounts, Platinum Checking with Extras, and Young Adult Checking Accounts.

➔ ***Basic Checking Account***

RATE INFORMATION

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

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Basic Checking Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. The Basic Checking Account is subject to a monthly maintenance fee as reflected on our Schedule of Fees and Charges. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

➔ ***Advantage Checking Account***

This account has special features with bundled products and services including a free box of checks at opening and upon request, not to exceed 3 boxes per year. You may obtain one (1) free non-sufficient fund or Courtesy Pay Overdraft Fee refund per quarter after three (3) months from the account opening date. You may receive a refund of up to twenty (\$20) each month in ATM surcharge fees with submission of a formal request and the original ATM receipt(s).

RATE INFORMATION

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

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open an Advantage Checking Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. The Advantage Checking Account is subject to a monthly maintenance fee as reflected on our Schedule of Fees and Charges. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

➔ ***Diamond Checking Account***

RATE INFORMATION

The Diamond Checking Account is designated as a variable rate account on the Deposit Rates Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for the Diamond Checking Account 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 rate is declared on the first of the month for the month dividends are paid. The most recent dividend declaration date is reflected on the Deposit Rates Schedule. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Diamond Checking Account is fifteen thousand dollars (\$15,000). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. You must maintain a minimum daily balance of fifteen thousand dollars (\$15,000) in your Diamond Checking Account to avoid a service fee as stated on the Schedule of Fees and Charges, and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule, and to avoid closure.

➔ ***FreshStart Checking Account***

RATE INFORMATION

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

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a FreshStart Checking Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. The FreshStart Checking Account is subject to a monthly maintenance fee as reflected on our Schedule of Fees and Charges. There are additional Checking Service fees which are shown on our Schedule of Fees and Charges.

➔ ***Interest Checking Account***

RATE INFORMATION

The Interest Checking Account is designated as a variable rate account on the Deposit Rates Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for the Interest Checking Account 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 rate is declared on the first of the month for the month dividends are paid. The most recent dividend declaration date is reflected on the Deposit Rates Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open an Interest Checking Account is fifteen hundred dollars (\$1,500). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. You must maintain a minimum daily balance of one thousand five hundred dollars (\$1,500) in your Interest Checking Account to avoid a service fee as stated on the Schedule of Fees and Charges, and to obtain the Annual Percentage Yield stated on the Deposit Rates Schedule, and to avoid closure.

➔ ***Premier Checking (discontinued)***

RATE INFORMATION

The Premier Checking with Protection Plus is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Premier Checking with Protection Plus Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure and a fee as stated on the Schedule of Fees and Charges.

ADDED FEATURES

You may obtain one (1) free non-sufficient fund or Courtesy Pay Overdraft Fee refund per quarter after three (3) months from the account opening date. You may receive a refund of up to twenty (\$20) in ATM surcharge fees each month with submission of a formal request and the original ATM receipt(s).

Protection Plus package is also included along with free corporate checks, money orders, temporary checks and notary services. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

➔ ***Platinum Checking***

RATE INFORMATION

The Platinum Checking with Extras Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Platinum Checking with Extras Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure.

ADDED FEATURES

Extra Savings: Everyday Rebate Rewards, Cash Back Rewards, Online Savings, Pharmacy Discount, Mobile Savings App

Extra Protection: \$10,000 Accidental Death & Dismemberment, \$5,000 Identity Theft Insurance, Credit/Debit Card Registration & Monitoring, Identity Verification Monitoring, Social Security Monitoring, There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

➔ ***Student Checking Account***

The primary Member must be between the ages of 13 and 17 years old, and a Parent or Legal Guardian must be a joint owner on the account and take legal responsibility of for all transactions made to the account whether performed by either the primary or joint owner. After the age of maturity (18 years) is reached by the primary Member, the checking account will be converted to a Young Adult Checking Account unless we receive the Member's notification requesting a different checking account option. This account is not eligible for Courtesy Pay.

RATE INFORMATION

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

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Student Checking Account is twenty-five dollars (\$25). You must maintain a minimum balance of zero dollars (\$0) to avoid closure. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

➔ ***Young Adult Checking Account***

The primary Member must be between the ages of 18 and 23 years old.

RATE INFORMATION

The Young Adult Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Young Adult Checking Account is fifty dollars (\$50). You must maintain a minimum balance of zero dollars (\$0) to avoid closure.

The monthly account maintenance fee, and the ATM Card maintenance fees are waived for this account. When the primary Member reaches age 24, the checking account will be converted to a Basic Checking Account unless we receive the Member's notification requesting a different checking account option. There are additional Checking Service fees for this account which are published in our Schedule of Fees and Charges.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Premier Community Credit Union's share certificate accounts let you deposit your money for a specified period of time. We offer Installment Savings Certificates (grand fathered), Share Certificate and IRA Share Certificates, Diamond Share Certificate and Diamond IRA Share Certificate with Bump-Up Share Certificate and Bump-Up IRA Share Certificates, Share Certificate with Add-On and Add-On IRA Share Certificates, Liquid Share Certificate and Liquid IRA Share Certificates, and Youth Savers Add-On Share Certificates.

OWNERSHIP

Unless otherwise specified in the Account Agreement, ownership of Traditional or Roth IRA Share Certificates will be identical to that of the primary Traditional or Roth IRA Share Account. Unless otherwise specified in the Account Agreement, ownership of all other Share Certificates will be identical to that of the primary Prime Share Account.

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 Deposit Rates Schedule. The actual maturity date will be stated on the receipt provided to you at the time of opening your account.

RATE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for share certificate accounts 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 rate is declared on the first of the month for the month dividends are paid.

The most recent dividend declaration date is reflected on the Deposit Rates Schedule.

RENEWAL OF ACCOUNT/GRACE PERIOD

If you request an auto renewal certificate account, your account will automatically renew at maturity for same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of ten (10) calendar days after maturity. For any certificate accounts that automatically renew at maturity, if the balance in the account exceeds any applicable maximum balance we establish as stated on the Deposit Rates Schedule, the excess funds will automatically be transferred to your primary share account.

If you request a non-renewable certificate account, your funds will be transferred to an account you have specified upon maturity. Non-renewable certificates will no longer earn dividends after the maturity date.

EARLY WITHDRAWAL PENALTY

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

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

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

EXCEPTION TO PENALTIES

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share 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 seventy and one-half (70½) 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.

PLEDGING OF FUNDS

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

➔ *Installment Savings Certificate*

This account is no longer offered.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain an Installment Savings Certificate, and to avoid closure, is twenty-five dollars (\$25). You must maintain a minimum daily balance of one hundred dollars (\$100) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule.

ACCOUNT LIMITATIONS

The maximum balance allowed on this account is ten thousand dollars (\$10,000). Any overage amount will automatically transfer to your Prime Share Account. You may make a maximum of one (1) deposit to your Installment Share or IRA Share Certificate per month. This account will not automatically renew at maturity and funds will be placed in your Share Savings Account or based upon information provided in the non-renewal notification you deliver to us.

➔ *Regular Share Certificate and Regular IRA Share Certificate*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Prime Share Certificate or Regular IRA Share Certificate is five hundred dollars (\$500). No other deposits are allowed during the certificate term. You must maintain a minimum daily balance of five hundred dollars (\$500) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR REGULAR IRA SHARE CERTIFICATE

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 are 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.

➔ *Diamond Share Certificate and Diamond IRA Share Certificate*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Diamond Share Certificate or Diamond IRA Share Certificate is fifty thousand dollars (\$50,000). No other deposits are allowed during the certificate term. You must maintain a minimum daily balance of fifty thousand dollars (\$50,000) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR DIAMOND IRA SHARE CERTIFICATE

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 are 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.

➤ ***Bump-Up Share Certificate and Bump-Up IRA Share Certificate***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Bump-Up Share Certificate is five hundred dollars (\$500). The minimum deposit required for you to open and maintain a Bump-Up IRA Share Certificate is one thousand dollars (\$1,000). No other deposits are allowed during the certificate term. You must maintain a minimum daily balance of five hundred dollars (\$500) in your Bump-Up Share Certificate and one thousand dollars (\$1,000) in your Bump-Up IRA Share Certificate account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR BUMP-UP IRA SHARE CERTIFICATE

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 are 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.

➤ ***Add-On Share Certificate and Add-On IRA Share Certificate***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain an Add-On Share Certificate or Add-On IRA Share Certificate is one hundred dollars (\$100). You must maintain a minimum daily balance of one hundred dollars (\$100) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

ACCOUNT LIMITATIONS

The maximum balance allowed on this account is ten thousand dollars (\$10,000). Any overage amount will automatically transfer to your Prime Share Account. You may make a maximum of one (1) deposit of no less than twenty-five dollars (\$25) per month to your Add-On Share or IRA Share Certificate.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR ADD-ON IRA SHARE CERTIFICATE

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 are 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.

➤ ***Liquid Share Certificate and Liquid IRA Share Certificate***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Liquid Share Certificate or Liquid IRA Share Certificate is five-hundred (\$500). No other deposits are allowed during the certificate term. You must maintain a minimum daily balance of One thousand dollars (\$1,000) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

ACCOUNT LIMITATIONS

One withdrawal per year is allowed not to exceed the minimum balance requirement of \$500 for Liquid IRA Share Certificates and \$1,000 for Liquid Share Certificates.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES FOR LIQUID IRA SHARE CERTIFICATE

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 are 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.

➤ ***Youth Savers Add-On Share Certificate***

The primary Member must be under the age of 17 to qualify for this account. On the primary Member's 18th birthday, funds from the account will be distributed to the designated Share Savings Account on the Certificate's maturity date.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain an Youth Savers Add-On Share Certificate is fifty dollars (\$50). You must maintain a minimum daily balance of fifty dollars (\$50) in your account to obtain the Annual Percentage Yield as stated on the Deposit Rates Schedule and to avoid closure.

ACCOUNT LIMITATIONS

The maximum balance allowed on this account is one thousand (\$1,000). Any overage amount will automatically transfer to your Share Savings Account. You may make a maximum of one (1) deposit of no less than twenty-five dollars (\$25) per month to your Youth Savers Add-On Share Certificate.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

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

PERSONAL IDENTIFICATION NUMBER/PASSWORD

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

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. If there are no transfers in a particular month, you will be sent a statement at least quarterly. 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.

POINT-OF-SALE TRANSACTIONS:

The Debit Card can be used to purchase goods and services at any retail establishment ‘Merchant’ where our Cards are accepted. The amount of each purchase you make will be deducted from the transaction (checking) account you have selected. Each purchase you make using the Debit Card is your request to us to withdraw funds from the account you designated in the amount of the purchase and your order to us to pay these funds to the Merchant. The Debit Card can be used to purchase up to the amount per business day as set forth in Section 1 of this Agreement. Where permitted by the Merchant, you may also be able to obtain cash at Point-of-Sale (POS) terminals.

ACCOUNT CREDITING PROCEDURE

We do not control the posting date nor time of your debit card transactions. Because of the processing time required for ATM or Point-of-Sale Transaction(s), there may be a delay between the time a transaction takes place and when it is credited or debited to your account. The date the transaction is credited or debited to your account is known as the posting date. The posting date will be the effective date of any transaction. Please refer to the Truth In Savings Disclosure supplement for funds availability.

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

Tell us AT ONCE 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 fifty dollars (\$50) if someone used your 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 PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the 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 DEBIT CARDS

Tell us AT ONCE if you believe your Debit 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 debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60 day period, we will extend the 60 day period by a reasonable period.

SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit 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/Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (209) 235-1100 or (800) 731-4477, or e-mail us at info@premierccu.com, or write to us at P.O. Box 8929, Stockton, CA 95208-8929.

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.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line where you have provided us an authorization to overdraft your line of credit;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your PIN has been entered incorrectly;
- g) your PIN has been reported lost or stolen and we have blocked the account; or
- h) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account;
- i) if we were not able to confirm the transaction in question due to an incorrect phone number where you can be contacted or you were otherwise not available to receive the call;
- j) the card has been damaged or is past the expiration date.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (209) 235-1100 or (800) 731-4477, or e-mail us at info@premierccu.com, or write to us at P.O. Box 8929, Stockton, CA 95208 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, or your transaction was blocked due to potential fraud detected on your account by a security risk scoring model. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error within one (1) business day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 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 ten (10) business days, we may not credit your account.

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

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

CHARGES

In order to obtain the electronic services listed, you must open and maintain a share account. All charges associated with our electronic fund transactions are disclosed in our Schedule of Fees and Charges.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or 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 written permission.

Please refer to our Privacy Disclosures for more information.

ADDRESS CHANGE

Keep the Credit Union informed of your current address in writing with your signature or through Online Banking to ensure correct mailing of monthly statements. If you fail to keep us informed of your current address, you may be subject to a Locator Fee as set forth in the Schedule of Fees and Charges. 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 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 PIN with or without cause. We may do so immediately if:

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

ADDITIONAL BENEFITS

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

WAIVER OF RIGHTS

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

OTHER AGREEMENTS

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

SEVERABILITY

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

WHO IS BOUND BY THIS AGREEMENT

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

SIGNATURES

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

➔ *Additional Disclosures Applicable to ACH Services*

DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (209) 235-1100 or (800) 731-4477, or check your account using our Online Banking service at www.premierccu.org/checking-savings/remote-access to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

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

If you have 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 (209) 235-1100 or (800) 731-4477, or write us at P.O. Box 8929, Stockton, CA. 95208, or check your account using our Online Banking service at www.premierccu.org/checking-savings/remote-access 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 fourteen (14) days after you call.

b) Notice of varying amounts.

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

c) Liability for failure to stop payment of preauthorized transfer.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages unless circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction from being entered.

TRANSACTIONS AVAILABLE

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

- Make deposits to your share or checking accounts;
- Make loan payments or pay bills (provided only through the Home Banking System);
- Pay bills directly from your share or checking accounts in the amounts and on the days you request.
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

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

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.

CHOICE OF LAW

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACHs) and which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

➔ *Additional Disclosures Applicable to ATM Card Services*

RULES FOR USE

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

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 ATM 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.

ATM FEES

When you use an ATM not owned by Premier Community Credit Union, you may be charged a fee by both the ATM operator and the credit union. If you make a withdrawal, perform a balance inquiry and request a balance transfer, all in the same transaction, you will only be assessed one withdrawal fee as stated on the Premier Community Credit Union’s Schedule of Fees and Charges. Transactions performed separately will be assessed the appropriate fee in accordance to the Premier Community Credit Union’s Schedule of Fees and Charges. A fee will not be imposed for use of an ATM Card issued by Premier Community Credit Union for use of an electronic terminal operated by Premier Community Credit Union.

TRANSACTIONS AVAILABLE

You may use your ATM/Debit Card to perform the following transactions at locations that have agreed to accept the card.:

- Make deposits to your share or share draft/checking account;
- Withdraw cash up to the daily limit of \$500, subject to change without notice, from your share or share draft/checking and loan account;
- Transfer funds between your share and share draft/checking and loan account; and
- Make account balance inquiries.

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

ACCESS CARDS

All ATM Cards are non transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM 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 ATM’s 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 Visa® Debit Card Services***

ISSUANCE OF CARD

In addition to the ATM Card disclosure listed above, Visa Debit Cards are also subject to the following disclosures. “Card” means the Premier Community Credit Union ATM or Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Premier Community Credit Union Visa Debit Card.

FEES

There is a monthly ATM/Debit Card Maintenance fee that is published in our schedule of Fees and Charges. The fee may be waived under certain conditions. Please refer to the Schedule of Fees and Charges.

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 Debit 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.

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 TRANSACTIONS

The daily limit for ATM transactions is \$500.00 per day. The maximum aggregate amount for signature based transaction that you may make on your debit card is \$3,000 per day, and \$500 per day for Point of Sale pinned transactions. Recurring Debit Bill Payment aggregate maximum is \$1,500 per day. Limits are subject to change without notice.

The following countries have been blocked from performing any transactions on your ATM/Debit or VISA Credit Card due to higher security risks:

Russia, Romania, Bangladesh, China, Singapore, and Hong Kong.

We may also add additional countries at any time: If you are planning to travel to any of the blocked countries, please contact us at (209) 235-1100 or (800) 731-4477 to inform us of your travel plans so that we may be able to activate your card for use at any one of the listed countries. Whenever traveling in the United States or abroad, please contact us and request our concierge services to avoid denial of services.

Purchases made above the floor limit of the merchant will require pre-authorization by completing the credit union’s request form, Debit Card Limit Increase. You may obtain this form by downloading an online form or calling either (209) 235-1100 or (800) 731-4477 or visiting one of our locations during business hours.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your share or share draft/checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your share or share draft/checking account you have with the Credit Union; and
- Make deposits to your share or share draft/checking account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Check/Debit Cards (these are point of sale or POS transactions);
- Order goods or services by mail, telephone or online from places that accept Visa Debit 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 share draft/checking 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 Debit 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 Visa Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All 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 A VISA® DEBIT CARD

You agree that your Visa Debit 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

Foreign Transactions in Foreign Currency- 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. 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.

Foreign Transactions in U.S. Currency- Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of point eight percent (1%), regardless of whether there is a currency conversion associated with the transaction.

➤ ***Additional Disclosures Applicable to “Telephone Banking” (Audio Response)***

TRANSACTIONS AVAILABLE

You may use your Telephone Banking Service to perform the following transactions:

- Obtain account and loan balance;
- Stop Payments;
- Payments: Scheduled Funds Transfer and Cancel a Scheduled Funds Transfer;
- Obtain loan payment transfers from Accounts;
- Account history inquiries;
- Line of Credit if approved;
- Transfers between accounts: Immediately Transfer Funds and Schedule a Transfer of Funds;
- Activate your card and deactivation in order to block your card;
- Change your Audio Response PIN.

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

LIMITATIONS ON TRANSACTIONS

The maximum transfer amount is limited to the amount of available funds in the account.

➤ ***Additional Disclosures Applicable to Online Home Banking Services***

TRANSACTIONS AVAILABLE

You may use your Online Banking Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Obtain a listing of your accounts;
- Make inquiries about deposits and payments to your account(s);
- Download transaction information;
- Transfer funds between your share, checking, or money market accounts or to other member accounts;
- Make loan payments;
- Stop payment on a check; and
- Pay bills through Bill Payer from your Checking Account.

All payments and deposits are subject to later verification by us. Payments can take five to seven business days to reach the payee. Your account will be debited within two business days. The bill being paid must be in the member's name. Payments cannot be transacted from dormant accounts or inactive accounts or where funds are On-Hold or Pledged.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Online Home Banking and Bill Payer Services:

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.

- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- The maximum transaction amount is \$10,000 during any 24-hour period.

➤ ***Additional Disclosures Applicable to Mobile Banking Services***

SERVICES

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service either by mobile application or mobile Web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

SYSTEM REQUIREMENTS

To use the Mobile Banking service, you must have a smart phone with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit www.PremierCCU.org/mobile on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the Premier Community Credit Union Mobile Application 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.
- To use the SMS Banking option, you must have enrolled in Mobile Banking. While logged into the Mobile Application, activate the SMS Banking feature by selecting the SMS/Settings button. Select "Add a mobile number" and follow the instructions.

TRANSACTIONS AVAILABLE

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

- Obtain account/loan account balance information;
- Remote Deposit Services as explained by the Remote Deposit Agreement which follows below;
- View account/loan account history;
- Transfer funds between your shares, share draft/checking, Lines of Credit; and
- Unsubscribe from the SMS feature of the Mobile Banking service.

Limitations on Transactions

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

- 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.

REMOTE DEPOSIT ANYWHERE "CAPTURE" AGREEMENT

This Remote Deposit Capture Disclosure and Agreement, as amended from time to time "Agreement", sets forth the terms and conditions governing the use of Premier Community Credit Union's Remote Deposit Capture services "Remote Deposit Anywhere". Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Remote Deposit Anywhere services offered by Premier Community Credit Union, you agree to be bound by the terms and conditions of this Agreement, the Premier Community Credit Union Account Agreement, the underlying Online Banking and Mobile Banking Agreements. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Premier Community Credit Union.

WHAT IS REMOTE DEPOSIT ANYWHERE SERVICE?

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

SYSTEM REQUIREMENTS

To use the Remote Deposit Anywhere service, you must meet the following system requirements:

- You must have the Premier Community Credit Union Mobile Application installed on your smart phone device. The Premier Community Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words "**For Mobile Deposit Only at Premier Community CU,**" **PCCU account number**, and your signature endorsement to the back of the check.

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

RESTRICTIVE ENDORSEMENT REQUIRED: Your check must bear the following restrictive endorsement: “For eDeposit Only, to PCCU Member Account Number (#),” or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

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

- Items that do not contain the above-described restrictive endorsement.
- We do not except deposits to IRA, HSA and Share Certificate Type of accounts.
- We do not except loan payments of any type.
- Items displaying a “non-negotiable” or “void” notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler’s checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union’s current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.
- Items with missing endorsements
- Items that are post-dated
- Items drawn on any of your Premier Community Credit Union Accounts or to a closed account
- Items drawn on Starter or Counter Checks or Gift Cheques
- State Issued Registered Warrants
- Checks from another Financial Institution or to a closed account
- Savings Bonds

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

TRANSACTION (DEPOSIT) LIMITATIONS

Currently, there is no maximum amount you may deposit on any day. We reserve the right to modify this limit from time to time. This service is not available to new members with accounts open less than 30 days.

First 30 days into the program - Maximum Amount to deposit Single Deposit and Daily Deposit Limits is \$1,000 and Monthly of \$2,500.

31 Day and On: The program - Maximum Amount to deposit Single Deposit and Daily Deposit Limits is \$5,000 and Monthly of \$10,000.

PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable “Paying Bank”; (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

FUNDS AVAILABILITY

Funds from items deposited through the Remote Deposit Anywhere Service will be made available according to the Credit Union's Account Disclosure under the Funds Availability subtitle and may be amended from time to time with the following exceptions noted below:

For purposes of determining the availability of funds, your deposits via remote Deposit Anywhere Service are deemed to be received by the Credit Union at the time the Service provides a confirmation that we have received the image. Everyday is a business day, except Saturdays, Sundays, Federal Holidays and the day after Thanksgiving. If we receive your Remote Deposit Anywhere after 5:00 p.m. (PST), or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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 Mobile Deposit Anywhere service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

TRANSACTION CONFIRMATION AND DOCUMENTATION:

You will receive a confirmation message after a transaction is successfully received and processed using the software. The Service provided is for your convenience and does not replace your account statements which are the official record of your accounts. You will receive a monthly account statement, unless there are no transfers in a particular month. In any case you will receive an account statement at least quarterly.

FEES

All fees or charges associated with the Mobile Deposit Anywhere service are disclosed in our Schedule of Fees and Charges, as amended from time to time. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Mobile Deposit Anywhere service after the change becomes effective shall constitute your agreement to pay the disclosed fee.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated. You agree to promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to assist in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Union's audit purposes.

MEMBER WARRANTIES AND INDEMNIFICATION

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

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

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

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.

- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This indemnification will be effective regardless of whether the check accepted for deposit by the Credit Union contained a restrictive endorsement.

This section shall survive the termination of the Mobile Deposit Anywhere service.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (209) 235-1100 or 1-(800) 731-4477 or write to us at P.O. BOX 8929 Stockton, CA 95208. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim. We must hear from you no later than 60 days after we sent the FIRST statement on which the discrepancy occurred. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any loss.

SERVICE AND MAINTENANCE

We may periodically audit the Mobile Deposit Anywhere service and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit Anywhere service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at P.O. BOX 8929 Stockton, CA 95208.

OUR RIGHT TO AUDIT

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

TERMINATION

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

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

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

ADDRESS CHANGE

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

ADDITIONAL BENEFIT ENHANCEMENTS

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

ELECTRONIC DISCLOSURE OF MOBILE DEPOSIT ANYWHERE DISCLOSURE AND AGREEMENT

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

AMENDMENTS

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

GOVERNING LAW; ATTORNEYS' FEES

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

RESERVATION OF RIGHTS

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

OTHER AGREEMENTS

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

SEVERABILITY

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

➔ *Additional Disclosures Related to Wire Transfers*

Please read this Agreement and retain it for your records. All agreements and disclosures shall be construed in accordance with the provisions of the Uniform Commercial Code (UCC).

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 1:15 p.m. PT (Pacific Time) on each weekday that the Credit Union is open, excluding weekends and 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 owner 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 FEDERAL RESERVE WIRE NETWORK (FEDWIRE)

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. For availability of funds, please refer to our Funds Availability Policy in this disclosure.

ADDITIONAL TERMS AND CONDITIONS

- We may process wire transfers from your account based on your written order signed in person at one of our branches
- We do not accept phone calls, faxes or email to request wire transfers. We are not responsible to correct erroneous information. We will follow the written instructions we are provided by you with regard to all wiring information, including the account number.
- Wire transfer errors may delay the sending or receipt of your wire. We reserve the right not to complete a wire transfer request if we determine that the written order request form provided to us is incomplete, unclear, or if we have reason to believe that following the wiring instructions will result in a loss to the Credit Union.
- We will not provide a notice if we receive a wire transfer. You agree to confirm your wire transfer deposit by calling our office, visit our branch, or our Online or Mobile Banking to check the wire deposits made to your accounts.
- We will not be liable to anyone if we accurately follow your written instructions. When sending a wire transfer, you acknowledge that there are risks and a wire transfer can be lost, mishandled, undelivered, or delayed as a result of a third party error. We are not liable for any loss or damages resulting from same unless the error was the result of our gross negligence or intentional misconduct. In such case, our liability is limited to the amount of the wire transfer, and we will not be liable for any alleged indirect or consequential damages resulting from our error. We are not be liable for errors by third parties involved in the processing of the wire order request.
- You agree to defend, indemnify and hold Premier Community Credit Union harmless from any and all costs we incur as a result of carrying out your wire transfer order. These costs may be deducted from any of your accounts in which you have an interest with us. If we help assist you with identifying routing numbers, correspondent or intermediary bank numbers for your wire transfer order, any assistance is provided as an accommodation for you only and we will not be responsible for any errors.
- Once a wire has been sent, it cannot be amended or canceled.

FUNDS AVAILABILITY POLICY

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 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 (2nd) business day after the day of your deposit. However, the first \$200* of your deposits will be available on the first business day. [*Effective July 1, 2020, this amount will increase to \$225.]

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 five thousand dollars (\$5,000)* on any one day. [*Effective July 1, 2020, this amount will increase to \$5,525.]
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available by the second (2nd) business day, unless it is determined that a longer hold, up to the fifth (5th) business day, may be applied.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, we may, at our discretion, apply the following special rules during the first thirty (30) days your account is open. Otherwise, our general Funds Availability Policy will apply.

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 five thousand dollars (\$5,000)* of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over five thousand dollars (\$5,000)* will be available on the seventh (7th) 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 five thousand dollars (\$5,000)* will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit. [*Effective July 1, 2020, this amount will increase to \$5,525.]

DEPOSITS

Deposits may be made in person at any one of our branches or CO-OP Shared Branches, by US Mail, by Incoming Wire Transfer, Remote Deposit Capture and at ATMs owned by Premier Community Credit Union or at ATM networks in which we are a participant to receive deposits.

DEPOSITS AT SHARED BRANCHES LOCATIONS (SERVICE CENTERS)

A shared branch location (service center) is a financial institution not owned or operated by the Credit Union. When you deposit at a shared branch, the first two-hundred (\$200.00)* dollars will be released by the end of the first business day following the day of the deposit. [*Effective July 1, 2020, this amount will increase to \$225.] The excess over five thousand dollars (\$5,000)* will be available on the fifth (5th) business day after the day of your deposit. [*Effective July 1, 2020, this amount will increase to \$5,525.]

DEPOSITS AT AUTOMATED TELLER MACHINES WE OWN OR OPERATE

Our policy is to make the first two hundred dollars (\$200)* from any deposits (cash or checks) made at automated teller machines (ATM's) we own or operate available to you on the same business day we receive your deposit. The remaining funds will be available two (2) business days after the deposit is received. [*Effective July 1, 2020, this amount will increase to \$225.]

We will notify you if we delay your ability to withdraw funds for any of the reasons listed under the heading of "Longer Delays May Apply," and we will tell you when the funds will be available. Funds will generally be available by the seventh (7th) business day.

DEPOSITS AT AUTOMATED TELLER MACHINES WE DO NOT OWN OR OPERATE

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 second (2nd) business day, after the day of the deposit (excluding weekends and holidays). However, the first two hundred dollars (\$200)* of your deposit will be available on the date of the deposit. [*Effective July 1, 2020, this amount will increase to \$225.]

We will notify you if we delay your ability to withdraw funds for any of the reasons listed under the heading of "Longer Delays May Apply," and we will tell you when the funds will be available. Funds will generally be available by the fifth (5th) business day.

FOREIGN CHECKS

Checks drawn on financial institutions located outside the U.S., other than U.S. branches and agencies of foreign banks, (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the funds availability policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which the check is drawn from.

DEPOSITS RETURNED FOR NON-SUFFICIENT FUNDS

Deposits Returned for Non-Sufficient funds may be re-submitted for payment until the item is paid. Unpaid Check Deposits are subject to the Non-Sufficient Funds fee that is published in our Schedule of Fees and Charges for returned deposited items.

SUBSTITUTE CHECKS AND YOUR RIGHTS

WHAT IS A SUBSTITUTE CHECK?

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

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

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

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

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (209) 235-1100 or 1(800) 731-4477, P.O. Box 8929, Stockton, CA 95208 or info@PremierCCU.com). You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share, checking, share certificate, trust, custodial or UTMA account agreement.

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

MEMBERSHIP AND CHANGE OF STATUS APPLICATION

The terms, conditions and information contained in the Membership & Change of Status 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 accounts shall be governed by the applicable Account Agreement and applicable law, including the California Multiple Party Account Law. 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 share 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 share 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(ies) named on the Account Agreement.

Unless otherwise specified in the Account Agreement, ownership of Share Certificates, with the exception of an IRA Certificate, will be identical to that of the Prime Share Account.

CUSTODIAL UNIFORM TRANSFERS TO MINOR'S ACT (UTMA) ACCOUNT

This account is no longer available.

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

PAYABLE ON DEATH ACCOUNTS

A pay on death account ("P.O.D. Account") is an account payable on request to one (1) or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two (2) or more Account Owners:

- (i) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- (ii) if two (2) or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- (iii) if two (2) or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

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

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). HSA and IRA cannot be a joint owner account.

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. A notarized signature may be required.

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.

LEGAL PROCESSES

We honor all valid court orders, legal process and powers of attorney pertaining to your account, subject to our verification of any documentation presented and the identification of the parties, as applicable.

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. The Credit Union will comply with lawful third party liens or levies, subject to a fee as noted in our Schedule of Fees and Charges.

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 or through Online Banking, of any change in address(es), including name, phone number and e-mail address. If you fail to do so, we may send alerts, notices, statements or other important information to the address, email or phone number 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 circumstance that might affect the ownership, authorized signers or beneficial interests in the Account, including, but not limited to change of name of an account holder, death of an account- holder, if an Account Holder dies or is placed under legal guardianship or conservatorship. No changes will be made by the Credit Union to the ownership or beneficial interests in any Account (e.g., the addition or removal of an Account Holder, the addition or removal of a beneficiary, etc.) unless it receives a written instruction signed by all Account Holders and such other supporting documentation as the Credit Union may require. Notwithstanding, the surviving Account Holder(s) may remove the name of a deceased Account Holder upon presentation of a certified copy of the death certificate. We may, at our option, require a new Account Agreement to be completed before any such changes takes effect. Any such changes shall not affect transactions previously made. In some cases a written instruction may not be sufficient and we may require all account holders to be present.

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, 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 in writing: P.O. Box 8929 Stockton, CA 95208 or calling 209-235-1100 or 1-800-731-4477 so we can investigate.

LIMITATION OF SERVICES FOR MEMBERS NOT IN GOOD STANDING

PURPOSE

The Board of Directors has determined that the privilege of Credit Union services available to the members must be reserved for members who are in "good standing" at the Credit Union. This policy provides examples of certain actions that would cause a member to become "not in good standing" and provides guidelines to the types of transactions to which the availability would be restricted to such a member.

SCOPE

This policy shall extend to any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account with another person. This policy shall also apply to any person who has access to Credit Union services directly or indirectly through a member who is considered to be "not in good standing" with the Credit Union.

DEFINITION

A member will not be considered to be "in good standing" with this Credit Union if:

- a. the member fails to comply with the terms and conditions of any lawful obligation with this Credit Union and causes the Credit Union to suffer a pecuniary loss;
- b. the member manipulates or otherwise abuses Credit Union services or products to the detriment of the Credit Union's membership; or
- c. the member engages in threatening, abusive, disruptive, obscene, harassing or illegal behavior or otherwise injures any person or damages any property while on Credit Union premises or at any Credit Union function.

The determination of whether a member is in “good standing” with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union. Any member deemed to be “not in good standing” will be reported at the next regular board meeting.

“Member services” are hereby defined as any products or services now or hereafter provided by or sponsored by this Credit Union or otherwise made available to Credit Union members, which services shall include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, Service Center (“Shared Branch”) services, notary services and EFT services.

POLICY

The availability of member services for members who are not in good standing with this Credit Union can result in expulsion or restricted services.

Any member whose access to member services is limited pursuant to the foregoing shall be permitted to maintain a dividend bearing share account with the Credit Union and shall be permitted to vote at the annual meeting and special meetings subject to the bylaws and policies of the Credit Union. In the event the member has limited access to member services due to threatening, abusive, disruptive, obscene, harassing or illegal behavior or for injuring any person or damaging any property on Credit Union premises, the Credit Union’s Senior Management, at their sole discretion, may limit further contact with the Credit Union to written communication through the U.S. mail only or other remote access device designated by Credit Union Senior Management. This limitation shall not prohibit a member from exercising his or her rights under federal or state law or regulation (e.g., Regulation “E” or Regulation “Z”).

MEMBERSHIP EXPULSION

We expect that each member/owner will maintain their account in good standing and in compliance with applicable law and regulations and the bylaws of the Credit Union. Your membership may be revoked for any of the following causes:

- a) Conviction of a criminal offense involving moral turpitude;
 - b) Failure to carry out contracts, agreements or obligations with the credit union;
 - c) Refusal to comply with the Credit Union Law or the Credit Union’s bylaws; or
 - d) Failure to maintain the minimum balance in your Prime Share Account for three (3) consecutive months (failure to cure inactive status).
 - e) Conviction of a criminal offense
 - f) Where a member causes or threaten harm to the Credit Union, its employees, may be expelled from the Credit Union
- Any obligations owed to the Credit Union will survive the termination of membership.

SERVICE RESTRICTIONS

The Credit Union reserves the right to limit, restrict or deny any credit union product(s) or service(s) in its sole discretion to any Member who are not in good standing, including:

- a) Where the member manipulates or otherwise abuses credit union services or products to the detriment of the credit union’s membership. Examples include but not limited to kiting, filing false reports, failure to keep sufficient funds in your account to pay for your charges and obligations, failure to provide a Taxpayer Identification Number (TIN) or the TIN is invalid; or
- b) Where the member engages in abusive, disruptive, public drunkenness, obscene behavior, or harassment of any kind, while on the credit union premises or at any credit union function.

Notwithstanding, all members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union. The Credit Union’s senior management, at their sole discretion, may further limit contact with the Credit Union to written communication through the U.S. mail service only. This limitation shall not prohibit a member from exercising their rights under applicable law or regulation.

Any restriction of services will be reasonably related to the nature of the member’s conduct. A member will be provided reasonable advance written notice before any restriction of services is implemented, unless circumstances warrant more immediate action.

DORMANT OR INACTIVE ACCOUNT

Dormant or inactive accounts (or accounts with balances below the required minimum balance) may be subject to a fee as set forth in our Schedule of Rates and Fees.

POST-DATED CHECKS

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

LOST, STOLEN OR DESTROYED CASHIER'S CHECK

In the event that a cashier's check is lost, stolen or destroyed, you must execute and deliver to the Credit Union a written declaration of loss and claim for reimbursement and/or affidavit acceptable to the Credit Union and the Credit Union must have a reasonable time to act thereon. You further understand that the declaration of loss and claim for reimbursement is not enforceable until the later of: (i) the time the declaration of loss and claim for reimbursement is properly delivered to the Credit Union; or (ii) the ninetieth (90th) day following the date of the cashier's check. You agree to indemnify the Credit Union for any loss or claim occasioned by your attempting to or stopping payment on such check. There is a fee for this service.

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 at (209) 235-1100, or (800) 731-4477 or email us at info@premierccu.com after discovery thereof. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent, you may not be compensated for any losses.

NON-CASH PAYMENTS

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

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.

ATTORNEYS' 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.

FEES

Fees assessed to all accounts are published in the Schedule of Fees and Services.

CHECK CASHING SERVICES

Non On Us Checks (checks drawn on a financial institution other than the Credit Union): We may cash "Non On Us" checks for members upon presentation of sufficient identification, and charge a fee as set forth in our Schedule of Fees and Charges.

On Us Checks (checks drawn on the Credit Union): We may cash On Us checks for members upon presentation of sufficient identification, provided there are sufficient available funds, and charge a fee as set forth in our Schedule of Fees and Charges.

We do not cash third party checks.

LOAN PAYMENTS

Credit Union loan payments may be made by payroll deduction, provided your payroll department supports this service. Loan payments may also be made by arranging for an automatic transfer from a savings or checking account. Please contact a member services representative if you wish to arrange for automated loan payments. Payments may also be made by check or cash either in person or by US Mail. Please be sure to include a description of the loan number so that the payment is applied to the correct loan. Lien recordings and pink-slips will be processed after we are certain that the negotiable instrument has been cleared by the paying financial institution.

SECURITY PROCEDURES

When you contact us, we will ask you to provide certain information for security purposes, such as your name, account number and/or other unique information in order to confirm your identity. We will never ask for your full Social Security Number or PIN. We will not initiate an unsolicited phone call or e-mail asking for your personal information, including your Social Security Number, PIN, account number, or debit card/credit card number. Providing this information may expose you to risk of identity theft.

MEMBER INSTRUCTIONS

We reserve the right to require that certain instructions you may give to us be made in writing. We reserve the right not to complete a request if we are unable to verify your identity or if we determine, in our sole discretion, that the instructions are ambiguous, conflicting, unauthorized, illegal, against Credit Union policy, or pose an undue risk of loss. You agree to defend, indemnify and hold the Credit Union harmless from any claims, damages, losses, liabilities or expenses to which we may become subject as a result of following your instructions, or those of a person authorized to give instructions on your behalf, whether given orally, in writing, or using any other form of communication.

GOVERNING LAW

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

➡ ***Share Account Agreement***

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, however excessive withdrawals are subject to fees listed in the “Schedule of Fees & Charges” for Prime Share Savings Accounts, Installment Savings Accounts and Club Savings Accounts.

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

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

➡ ***Checking Account Agreement***

WITHDRAWALS, APPROVED METHODS

Only blank checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account. Please refer to the Schedule of Fees and Charges for the list of fees that relate to our checking account program.

ELECTRONIC CHECK CONVERSION

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

DEMAND 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 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, multiple batch files are received through-out the day. When a batch file is received, deposits are posted first then debits are posted on their effective entry date, by 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 and is subject to change without notice.

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 us at (209) 235-1100 or 1-(800) 731-4477.

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.

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 Schedule of Fees and Charges 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, and may be renewed for an additional six (6) month period. There is a Stop Payment fee for this service that can be found in the Schedule of Fees and Charges.

TRUNCATION OF CHECKS

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 SHARE OVERDRAFT PROTECTION

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, you may authorize the Credit Union to charge the designated share 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 check overdraft may be paid by charging a share account if, as a result of such charge, that share account would be subject in any one month to more than six (6) withdrawals or transfers by means of a pre-authorized, automatic transfer, online or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order.

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 their Line of Credit Account as designated by the Account Holder(s), the Credit Union is authorized to make an advance from the designated Line of Credit 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.

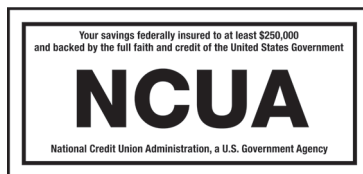
FOR CHECKING ACCOUNTS WITH COURTESY PAY SERVICES:

Please refer to the separate Courtesy Pay Disclosure for this overdraft protection service.

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, share certificate, or other account, sums for the payment of cashier'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, generally after three (3) years of inactivity. In addition, any property held in a Credit Union safe deposit box may be transferred upon the running of the time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates.

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Schedule of Fees and Charges.



SHARE ACCOUNT INSURANCE

This Credit Union is federally insured by the National Credit Union Administration. You may find additional information of our Federal Insurance by visiting the following website at <https://www.mycreditunion.gov>.

Additional share insurance is provided by the American Share Insurance.