

# **ABOUT YOUR CREDIT UNION ACCOUNTS**

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**Christian Community**  
CREDIT UNION®

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## MEMBER PRIVACY DISCLOSURE

*We understand the importance of protecting the privacy of our members. As such, we are committed to maintaining the confidentiality of each member's financial records consistent with state and federal laws. The following sets forth our policies regarding our use and protection of your financial information.*



### **COLLECTION AND USE OF INFORMATION**

During the course of business, we collect nonpublic personal information ("information") you provide to us as well as information available from public records and credit reports. We use this information about you to administer your records and accounts, to process your transactions, to assist us in developing new products and services, to aid you in learning more about our products and services, and to fulfill any legal and regulatory requirements.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us or others.
- Information we receive from a consumer reporting agency.
- Information we obtain when verifying the information you provide on an application or other forms, this may be from your current and past employers or your transactions with other financial institutions.

### **SHARING INFORMATION WITH THIRD PARTIES**

Generally, we share information about you with nonaffiliated third parties to complete transactions on your behalf, follow your instructions, conduct our operations and maintain our accounts and related records. These third parties may include data processing vendors and check and statement printing companies. We may also share information with select nonaffiliated third parties if: 1) you request or authorize it; 2) the information is provided to help complete a transaction initiated by you; 3) the information is provided to a consumer reporting agency in accordance with the Fair Credit Reporting Act; or 4) the disclosure otherwise is lawfully required or permitted.

Also, to the extent necessary, we may disclose information we collect about you, from the sources described above, to non-financial companies that perform marketing or other services on our behalf such as our mailing house and to financial companies with whom we have a joint marketing agreement, such as a securities broker/dealer. Before entering into relationships with such entities, we require them to agree to safeguard our members' information and comply with all applicable privacy laws.

### **TYPES OF INFORMATION THAT WE MAY SHARE**

During the course of business, we may disclose to third parties, to the extent necessary, the following kinds of nonpublic personal information about you:

- Information we receive from your applications or other forms, such as your name, address, social security number, assets and income.

- Transaction Information, such as your account balance, payment history, and credit card usage.
- Information from credit reports, such as your creditworthiness and credit history.
- We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.

## **INFORMATION SHARING IN THE EVENT OF TERMINATION OF MEMBERSHIP**

If you decide to terminate your membership or become an inactive member, we will adhere to the privacy policies and practices as described in this notice.

## **SECURITY OF INFORMATION**

We limit access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. Our employees access information about you when needed to administer your accounts, to provide requested services, or in response to a legally valid outside request or order (such as a subpoena). Our employees may also access information to exercise our rights under the law or pursuant to any agreement with you. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal information. We also continually update and assess our systems to improve our technology for protecting information.

## **ACCURACY OF INFORMATION**

We strive to ensure that our records contain accurate information about you. If you see any inaccuracies in our statement, please call (800) 347-2228. We will promptly investigate and make any necessary changes to update your records.

## YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the appropriate Membership Application and Sign the account agreement opening one or more accounts with us. Return it to our Member Service Representative. All Membership Applications are subject to verification of information provided and eligibility prior to granting membership. Please read About Your Credit Union Accounts completely and retain it with your personal records. I agree that I will have the option of opening additional accounts verbally or in writing in the future.*

*All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings" accounts, share draft "checking" accounts and share certificate 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 information.

### **GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS**

#### **BYLAW REQUIREMENTS**

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board. A member whose account balance falls to zero balance, and who has no outstanding loan balance within 6 months' grace period may be terminated from membership.

Shares may be transferred only from one member to another, by written instrument or in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

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

## **ABOUT OUR SAVINGS ACCOUNTS**

Christian Community Credit Union's savings accounts let you deposit your money in an account and withdraw your money generally at any time. Our savings accounts are the Advantage Savings, Money Market, Premium Money Market, and Money Market IRA, and Premium Money Market IRA Accounts. Our savings accounts are tiered variable rate savings accounts.

### **ACCRUAL OF DIVIDENDS**

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

### **DIVIDEND RATES**

The initial dividend rate and Annual Percentage Yield on our savings accounts are stated on the Rate Schedule. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### **BALANCE INFORMATION**

We compute the balance in our savings 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.

### **DIVIDEND COMPOUNDING AND CREDITING**

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

### **RATE INFORMATION**

Our savings accounts are designated variable-rate accounts on the Rate Schedule. Rates and yields may change after you open your account. These rates and yields may change at any time at the Credit Union's discretion.

### **TRANSACTION LIMITATIONS**

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

### **➤ *About Our Advantage Savings Account***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open an Advantage Savings Account is \$100. The minimum deposit required for you to open a Savings Account for minors under age 18 is \$25. You must maintain a minimum daily balance of \$100 in your Advantage Savings Account to avoid a service fee. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate

Schedule. The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

➤ ***About Our Money Market Account***

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Money Market Account is \$1,000. You must maintain a minimum daily balance of \$1,000 to avoid the monthly service fee as stated on the fee Schedule. There is no minimum balance required to earn dividends on this account. The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

**TRANSACTION LIMITATIONS**

The minimum amount you may withdraw is \$500 per withdrawal.

➤ ***About Our Premium Money Market Account***

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Premium Money Market Account is \$25,000. You must maintain a minimum daily balance of \$25,000 to avoid the monthly service fee as stated on the Fee Schedule. There is no minimum balance required to earn dividends on this account. The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

**TRANSACTION LIMITATIONS**

There is no check writing option available on this account.

➤ ***About Our Money Market IRA Account***

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Money Market IRA Account is \$100. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

**INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

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

➤ ***About Our Premium Money Market IRA Account***

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Premium Money Market Account is \$25,000. There is no minimum balance required to earn dividends on this

account. The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

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

### **ABOUT OUR CHECKING ACCOUNTS**

Christian Community Credit Union offers checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Classic Checking Account and the Interest Checking Account.

### **ACCRUAL OF INTEREST**

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

### **INTEREST RATES**

The initial interest rate and Annual Percentage Yield on our checking accounts are stated on the Rate Schedule.

### **BALANCE INFORMATION**

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

### **INTEREST COMPOUNDING AND CREDITING**

Interest will be compounded daily and will be credited monthly. For our checking accounts the interest period is monthly. For example, the beginning date of the first interest period of the calendar year is January 1 and the ending date is January 31. All other interest periods follow this same pattern of dates.

### **RATE INFORMATION**

Our checking accounts are designated variable-rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

### **SUBACCOUNT SERVICES**

This Account consists of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your Account is a Plan on which dividends are paid, your dividend calculation will remain the same. Otherwise, the savings sub account will be non dividend bearing. The savings sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your Account Agreement. This process will not affect your available balance, the dividends you may earn, deposit insurance protection, your monthly statement, or any other features of this Account.

➤ *About Our Classic Checking Account*

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Classic Checking Account is \$100. You must maintain the minimum daily balance of \$750 as indicated on the Fee Schedule to avoid a service fee.

➤ *About Our Interest Checking Account*

**MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open an Interest Checking Account is \$100. You must maintain the minimum daily balance of \$750 to obtain the Annual Percentage Yield as stated on the Rate Schedule and to avoid a service fee as stated on the Fee Schedule.

**ABOUT OUR SHARE CERTIFICATE ACCOUNTS**

Christian Community Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are Term Share Certificate, Membership Advantage Certificate and IRA Certificate accounts with terms ranging from thirty (30) days to sixty (60) months.

**ACCRUAL OF DIVIDENDS**

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

**DIVIDEND RATES**

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

**BALANCE INFORMATION**

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

**DIVIDEND COMPOUNDING AND CREDITING**

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

**ANNUAL PERCENTAGE YIELD**

The Annual Percentage Yield stated on the Rate Schedule 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 your statement.

**RENEWAL OF ACCOUNT/GRACE PERIOD**

Unless stated otherwise at the time of issue, your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity. There is a 7 day grace period following maturity of this account.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Share Certificate Account is \$1000. You must maintain the minimum daily balance of \$1000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

## **ACCOUNT LIMITATIONS**

You may not make deposits into or withdrawals of principal from this account until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends from your account at any time.

## **RATE INFORMATION**

Our Share Certificate Account is designated a fixed-rate account on the Rate Schedule. You will be paid this rate and yield until maturity.

## **EARLY WITHDRAWAL PENALTY**

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

- If the qualifying period is 12 months or less, the member shall forfeit an amount equal to all dividends for 90 days on the amount withdrawn;
- If the qualifying period is 13 to 24 months, the member shall forfeit an amount equal to all dividends for 120 days on the amount withdrawn; or
- If the qualifying period is more than 24 months, the member shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn.

## **EXCEPTIONS TO PENALTIES**

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death or disability 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 70½ years of age (59½ for IRAs), or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## **GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS**

### **DEFINITIONS**

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

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

### **MEMBERSHIP APPLICATION/ACCOUNT AGREEMENT**

The terms, conditions and information contained in the Membership Application and Signed Account Agreement 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 AND TYPES**

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

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

### **CUSTODIAL (UTMA) ACCOUNT**

This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Account Transfer Agreement. 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.

### **TOTTEN TRUST ACCOUNTS**

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

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

### **PAYABLE ON DEATH ACCOUNTS**

A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Agreement; you may modify the pay on death beneficiaries by

completing a new Account Agreement or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

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

- 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 or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Agreement expressly provides for different shares; and
- iii) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

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

#### **LIVING TRUST ACCOUNT**

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

#### **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 subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

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

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

#### **NOTICE**

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

**ABILITY TO PLEDGE FUNDS**

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

**ENFORCEMENT OF LIENS**

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

**FINANCIAL ABUSE REPORTING**

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

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

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

**NOTIFICATION OF CHANGES**

The right or authority of the Credit Union under an Account Agreement shall not be changed or terminated by the Account Holder(s), except by written notice to the Credit Union, which written notice shall not affect transactions previously made. All parties to an Account Agreement shall keep the Credit Union informed of any change in their address(es).

**WAIVER OF CERTAIN RIGHTS**

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

**CONSUMER REPORTS**

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

## **NEGATIVE CREDIT REPORTING**

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

## **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Christian Community Credit Union, P.O. Box 9001, San Dimas, CA 91773 so we can investigate.

## **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 OR TELLER CHECKS**

You may make a claim for a lost, stolen, or destroyed Credit Union issued cashier's check or teller check by notifying the Credit Union as soon as possible so as to afford the Credit Union a reasonable opportunity to act upon it before the check is paid. Your notice must describe the check with reasonable certainty and request payment of the amount of the check. The Credit Union will require you to provide identification and sign a written declaration under penalty of perjury stating the following:

- (1) You lost possession of the check;
- (2) You are the rightful owner of the check;
- (3) The check was not voluntarily transferred to a third party or lost through lawful seizure; and
- (4) You cannot reasonably obtain possession of the check because it was destroyed, its whereabouts are unknown, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

Your claim becomes enforceable at the time the claim has been made or ninety (90) days after the date the check was issued, whichever is later. The Credit Union may pay the check to a person entitled to enforce it at any point prior to that time without liability. Upon expiration of the 90 day waiting period, if payment of the check has not been made to the person entitled to enforce it, the Credit Union will pay the amount of the check to you. However, if the check is later presented for payment by a holder in due course, and the Credit Union honors the check, you will be obligated to return the funds to the Credit Union.

## **EXAMINATION OF STATEMENTS**

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

## **NON-CASH PAYMENTS**

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

## **FEES AND CHARGES**

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

## **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) understands that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)' shares 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) understands that the Credit Union may enforce this right without further notice.

#### **ATTORNEYS' FEES AND OTHER FEES**

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

#### **OTHER 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.

#### **GOVERNING LAW**

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

#### **➤ *Savings Account Agreement***

##### **TRANSFERS TO THIRD PARTIES**

No more than six pre-authorized, automatic, or telephonic transfers may be made from each savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. 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, there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

##### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

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

##### **ELECTRONIC CHECK CONVERSION**

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

**DEMAND DRAFTS**

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 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.

**STALE-DATED CHECKS**

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

**STOP PAYMENTS**

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

**TRUNCATION OF 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 SAVINGS OVERDRAFT PROTECTION**

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

### **FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

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

### **CHECKING ACCOUNTS WITH COURTESY PAY**

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

The Credit Union may honor overdrafts, including share draft/checks so long as you are a member in good standing and have an active checking account that has been open for a minimum of six (6) months. When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$500 including the Courtesy Pay fee.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than seven (7) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within seven (7) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

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

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

If you do not want the Courtesy Pay Program, you must inform the Credit Union by using any of the following methods: in person; by sending written notice to the Credit Union; or by telephoning us at (800) 347-2228 or (626) 915-7551. Your notice should be directed to Christian Community Credit Union, P.O. Box 9001, San Dimas, CA 91773.

## ➤ *Share Certificate Account Agreement*

### **PLEDGING OF FUNDS**

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

### **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 Christian Community Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Christian Community Credit Union is given below, followed by specific disclosure information for each service. You must open and maintain a savings or checking account in order to apply for electronic services. 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 Christian 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 Christian Community Credit Union.

### **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/Check Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/Check Card. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

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

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINES (ATM)**

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your ATM/POS card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM/POS card or PIN, and we can prove we could have stopped someone from using your ATM/POS card or PIN without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

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

Tell us AT ONCE if you believe your Check Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50.00 if someone used your Check Card without your permission.

If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment, or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **SPECIAL NOTICE TO VISA CHECK CARDHOLDERS**

If there is an unauthorized use of your VISA Check Card or an 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 either VISA commercial cards, ATM cash disbursements, 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 grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

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

If you believe your ATM/POS Card/PIN or VISA Check Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (800) 347-2228 or (626) 915-7551 for ATM and (800) 449-7728 for VISA Check Card, or write to us at P.O. Box 9001, San Dimas, CA 91773.

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

## **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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

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

There may be other exceptions not specifically mentioned above.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (800) 347-2228 or (626) 915-7551 or write to us at P.O. Box 9001, San Dimas, CA 91773, or e-mail us at [info@myccu.com](mailto:info@myccu.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will tell you the results of our investigation within 10\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit

your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. 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 or checking account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

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

### **ADDRESS CHANGE**

Keep the Credit Union informed of your current street address to insure correct mailing of monthly statements.

### **AMENDMENTS**

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

### **TERMINATION**

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

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

## **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

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

## **WAIVER OF RIGHTS**

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

## **OTHER AGREEMENTS**

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

## **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

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

## **SIGNATURES**

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

## **➤ *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 60 days from the same person or company, you can call us at (800) 347-2228 or (626) 915-7551 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 (800) 347-2228 or (626) 915-7551 or write to us at P.O. Box 9001, San Dimas, CA 91773, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

- b) Notice of varying amounts.

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

## **TRANSACTIONS AVAILABLE**

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

- Make deposits to your savings, checking or Money Market accounts; and
- Pay bills directly from your checking account in the amounts and on the days you request.
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; 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.

## **➤ *Additional Disclosures Applicable to "Online Banking" Services***

### **SYSTEM REQUIREMENTS**

Online Banking Services allow convenient access to your account information 24 hours a day. To use Online Banking you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

If we approve the Online Banking electronic access service for your accounts, your Call-24 PIN will be your Online Banking PIN. You may change your Online Banking PIN at any time. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time, you may use the Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Obtain periodic account statements;
- Request check withdrawals from your checking, savings and Money Market accounts;
- Transfer funds between your checking, money market, savings account, and Line of Credit;
- Access your Line of Credit for loan advancements by check;
- Download transaction information to personal financial management software from checking, savings, loan account and all history activity;
- Make loan payments;
- Pay bills through Bill Payer from your checking account;
- Transfer to related accounts; and
- No more than six pre-authorized, automatic, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

Online Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data

processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. The session will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each session.

### ➤ *Additional Disclosures Applicable to Bill Payer Services*

#### **SYSTEM REQUIREMENTS**

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

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

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

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at (800) 347-2228 or (626) 915-7551 for Bill Payer Services or write to us P.O. Box 9001, San Dimas, CA 91773, 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.

#### **TRANSACTIONS AVAILABLE**

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

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

#### **LIMITATIONS ON TRANSACTIONS**

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

- The maximum you may withdraw by check is \$9,999.99 during any 24-hour period;
- Transactions may not exceed \$9,999.99 during any 24-hour period;
- Bill payments can only be made from your checking account;

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

### **METHODS AND RESTRICTIONS**

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

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment and remit funds within 24 hours of the withdrawal. Please allow 7-10 days prior to your due date for those payments not being sent to a vendor designated as "Electronic", the payment will be sent in a check form, and may take up to ten business days to process. We cannot guarantee the time that any payment will be credited to your account by the vendor. We will not process any bill payment transfer if the required transaction information is incomplete.

### **MEMBER RESPONSIBILITIES**

You are responsible for:

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

### **➤ *Additional Disclosures Applicable to ATM/POS Services***

#### **RULES FOR USE**

By using your ATM/POS 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 savings or checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

## **ATM FEES**

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

## **TRANSACTIONS AVAILABLE**

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

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

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

## **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals or POS transactions up to \$800 each 24-hour period as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

## **ACCESS CARDS**

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

## **FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

## **ATM SAFETY**

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

- Be aware of the surroundings, particularly at night.
- Look for welllit 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 Audio Response (CALL-24)***

**TRANSACTIONS AVAILABLE**

You may use your Audio Response Service (CALL-24) to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payoff and payment due date;
- Obtain tax information;
- Verify clearance of specific checks;
- Verify withdrawals;
- Verify deposits;
- Request a withdrawal from your account;
- Transfer funds between your savings and checking accounts;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your checking and savings accounts;
- Make loan payments; and
- Transfer to related accounts.

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

➤ ***Additional Disclosures Applicable to VISA Check Card Services***

**ISSUANCE OF CARD**

"Card" means the Christian Community Credit Union VISA Check Card and any duplicates, renewals or substitutions the Credit Union issue to you;

"Account" means the account designated on the application for your VISA Check Card.

## **RESPONSIBILITY FOR TRANSACTIONS**

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

## **MERCHANT DISPUTES**

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

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

Purchases made above the floor limit of the merchant will require an authorization number from VISA. You may make ATM cash withdrawals or POS transactions up to \$800 each 24-hour period as long as your available balance will cover the transaction. You may make VISA Check Card signature based transactions up to \$5,000 each 24-hour period as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

## **USE OF THE CARD**

You may use the VISA Check Card and PIN to:

- Withdraw cash from your savings and checking accounts at ATMs, merchants, or financial institutions that accept VISA Check Cards;
- Transfer funds between your savings and checking accounts you have with the Credit Union;
- Make deposits to one of your savings and checking accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept VISA Check Cards (these are pointofsale or POS transactions);
- Order goods or services by mail or telephone from places that accept VISA Check Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.
- Some of these services may not be available at all terminals.

Use of the Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor VISA Check Cards is an order by you for the withdrawal of the amount of the Transaction from your Account.

Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. When the Credit Union receives notification of a Check Card transaction, it will put a hold on an equivalent amount of funds in your checking account for 3 days 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 VISA CHECK CARD**

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

#### **OVERDRAFTS**

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

#### **REFUSAL TO HONOR CARD**

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

#### **FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. 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.

#### **➤ *Regulations Relating to Fund Transfers***

##### **APPLICABLE LAW**

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

##### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. The

cut-off time for requests for out-going wire transfers will be at 11:00 a.m. on each weekday that the Credit Union is open excluding holidays. Other various types of funds transfers will be processed until close of business. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **SERVICE CHARGES/FEES**

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

### **SECURITY PROCEDURES**

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

### **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

### **IDENTIFICATION OF BENEFICIARY**

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

### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

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

### **PROVISIONAL ACH PAYMENTS**

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

provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

### **NOTICE OF RECEIPT OF ACH FUNDS**

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

### **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

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

### **PAYMENT OF DIVIDENDS (OR INTEREST)**

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

### **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds 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 closing 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 closing 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, the funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 11th business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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 business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

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

### **UNCLAIMED PROPERTY LAW – CALIFORNIA**

The holder(s) of this account shall inform the Credit Union of any change in their address(es). The shares and accumulated dividends earned thereon will not escheat to the State Controller if, for a period of three years the member has owned another account with the Christian Community Credit Union and, the member has:

1. Increased or decreased the amount of the funds or deposit, cashed an interest (dividend) check, or presented appropriate record for the crediting of interest or dividends, or
2. Corresponded electronically or in writing with the credit union concerning the funds or deposit, or
3. Otherwise indicated an interest in the funds or deposit as evidence by a memorandum or other record on file with the financial organization.



**Our mission is to partner  
with members and ministries  
to help them become better stewards  
and achieve their financial goals.**

**CONTACT**

800.347.CCCU  
info@myCCCU.com

**MAIL**

P.O. Box 3012  
Covina, CA 91722

**LOCATIONS**

**Corporate Office**

255 N. Lone Hill Ave.  
San Dimas, CA 91773

**Covina**

101 S. Barranca Ave.  
Covina, CA 91723

**CU Service Centers®**

Over 2,300 shared branches nationwide.  
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AMERICA'S  
CREDIT UNIONS™



American Share Insurance

Christian Community Credit Union (CCCU) is privately insured by American Share Insurance up to \$250,000 per account. CCCU is not federally insured, and if CCCU fails, the Federal Government does not guarantee that depositors will get their money back. Accounts with CCCU are not insured by any state government.