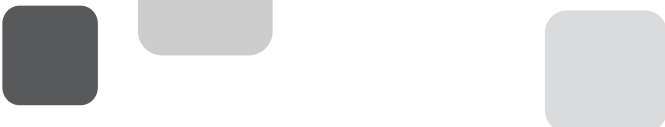


Member Handbook

Effective July1, 2020





PATELCO CREDIT UNION MEMBER HANDBOOK

Effective July 1, 2020

Membership Agreements, Truth-in-Savings Disclosures, Share Account Agreements, Privacy Policies, and Debit Card NSF Opt-In

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PATELCO CREDIT UNION MEMBER HANDBOOK

Effective July 1, 2020

Introduction

Thank you for joining Patelco Credit Union. By submitting a completed membership application and establishing a Credit Union share account with a minimum balance, you agree to the terms and conditions in this Handbook that apply to the Credit Union services you select. Your share account makes you a member-owner of the Credit Union. This Handbook includes several elements. It outlines your rights and obligations as a member-owner of Patelco Credit Union. It contains the agreement that governs all of your Credit Union share accounts. We may disclose additional terms of share accounts (such as rates on savings accounts and rates and term of a certificate) to you whenever you open a new account, in periodic statements we will send you covering your shares and loans, and in our Credit Union newsletter. This Handbook also includes, at the end, a form disclosing our privacy practices and a Notice about our standard overdraft practices.

In addition to this Handbook, you should receive and keep our FEE SCHEDULE, which gives the current charges for those services that carry fees.

If you sign up for any of our electronic or online services, you will also receive an ONLINE AND MOBILE SERVICES AGREEMENT, which is on our website for you to read. Using our electronic and online services constitutes agreement to this AGREEMENT.

Patelco also offers various types of loans, such as credit cards, vehicle loans, mortgages, home equity loans, and lines of credit. These loans will be subject to separate written agreements, and will also be subject to the GENERAL AGREEMENTS OF MEMBERS section of this Handbook.

In addition to the GENERAL AGREEMENTS OF MEMBERS, please refer to the sections that apply to the specific types of share accounts that you have with the Credit Union.

Keep this Handbook, Fee Schedule, and any other agreements you make with us with your permanent records. The Credit Union may change the terms of your agreements with us by

sending you written notice required by law. You should keep any such notices with your permanent records. Your periodic statements will let you know the status of your share accounts.

This Handbook applies to memberships and accounts established for personal, family or household purposes. Memberships and accounts for businesses and organizations, if authorized, will be subject to a separate Business Account Handbook.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, your address, date of birth, your occupation, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We reserve the right to photocopy and retain copies of these documents.

GENERAL AGREEMENTS OF MEMBERS Joining Patelco Credit Union

We require that you complete an original membership application to join the Credit Union. This application includes your authorization for us to verify your identity and your eligibility to be a member. Blank applications are available and can be submitted at our branches, by fax on demand, on our web site as an online application, and as part of an automobile loan application at an authorized dealer. To protect you and the Credit Union, we may require one or more of the following items before a new account offer is made or we permit transactions on an account: (1) your original membership application; (2) your photo ID showing your signature and your date of birth (3) your Social Security card or other acceptable government-issued document showing your Tax Identification Number, (4) a photocopy of an official document showing your current physical address if a) an address discrepancy is identified or b) follow-up documentation is needed to complete an application request and (5) if you are claiming eligibility for membership through employment, a pay stub or other document that we can use to verify your eligibility for membership. Although we will send mail to PO boxes and private mailbox service addresses at your request, we must have your physical address to provide services to you.

Terminology

In this Handbook, “you” and “your” refer to the Patelco Member and any joint owner of a share account and any borrower or joint obligor on any loan. “Member” refers to the person who signs a membership application in the capacity of a Member. “Joint Owner” refers to a person designated by a Member as a co-owner of the Member’s share accounts. “Primary Borrower” refers to the Member listed as such on a Credit Union credit application. “Joint Obligor” refers to a person obligated, along with the Primary Borrower, to repay borrowed funds, whether as a joint borrower who uses or benefits from the extension of credit, or as a co-signer, who agrees to pay the debt without using or benefiting from the credit. “Owner” refers to the Member or any Joint Owner who has a present ownership interest in funds in a share account. “Signer” refers to any person who is authorized to conduct business on a share account, whether as a Member, Joint Owner, in a fiduciary capacity (such as an attorney-in-fact or personal representative of the estate of a deceased Signer to the extent liable under applicable law), or otherwise. “Obligor” refers to any person who is obligated to pay a loan to the Credit Union, whether as Primary Borrower, Joint Obligor, Co-Signer, personal representative of the estate of a deceased Obligor (to the extent liable under applicable law), or otherwise. “We,” “us,” and “our” refer to the Credit Union. This Handbook may refer to our share accounts as “savings” accounts, to our share draft accounts as “checking” accounts, and to our term share certificate accounts as “certificates” or “certificate accounts.” “Share accounts” or “accounts,” if the context so indicates, also refers generally to all accounts maintained with the Credit Union. “Board” refers to the Credit Union’s Board of Directors. The singular implies the plural when a share account has more than one owner or a debt has more than one Obligor. “Account Agreement” refers to the entire membership agreement contained in this Handbook.

Membership Requirements and Eligibility for Services

You can become a member of Patelco Credit Union if (1) you live in certain counties, (2) you live, work, attend school or worship in certain cities, (3) you work for or are retired from a company that is one of Patelco’s Select Employer Groups (SEG), (4) you are a student at certain colleges, or (5) a family member or roommate is a Patelco member who sponsors you. See our complete listing of conditions to become a member at patelco.org. You can also become eligible for membership by joining the Financial Fitness Association (FFA).

Provided you are within our field of membership, your completion of a membership application and a deposit of \$1 to a Regular Savings Account makes you a Member of the Credit Union and entitles you to apply for all of our savings and lending services. All applications for membership, share accounts, loans and other services are subject to review and approval. Our review may include checking your credit and/or account histories with consumer reporting agencies. We will comply with all governmental regulations for screening and restricting new accounts such as those required by the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC). We may deny your application based on this review.

You must be a Member to vote in Credit Union elections and hold Credit Union office. The Credit Union cannot make a loan unless at least one borrower on the loan is a Member.

Minors may join the Credit Union. We reserve the right to require minors to have an adult as joint account owner or joint obligor to be eligible for all share account and loan services, or to require minors to have an adult sign an indemnity agreement in consideration for our permitting a minor to have a Credit Union share account or other services.

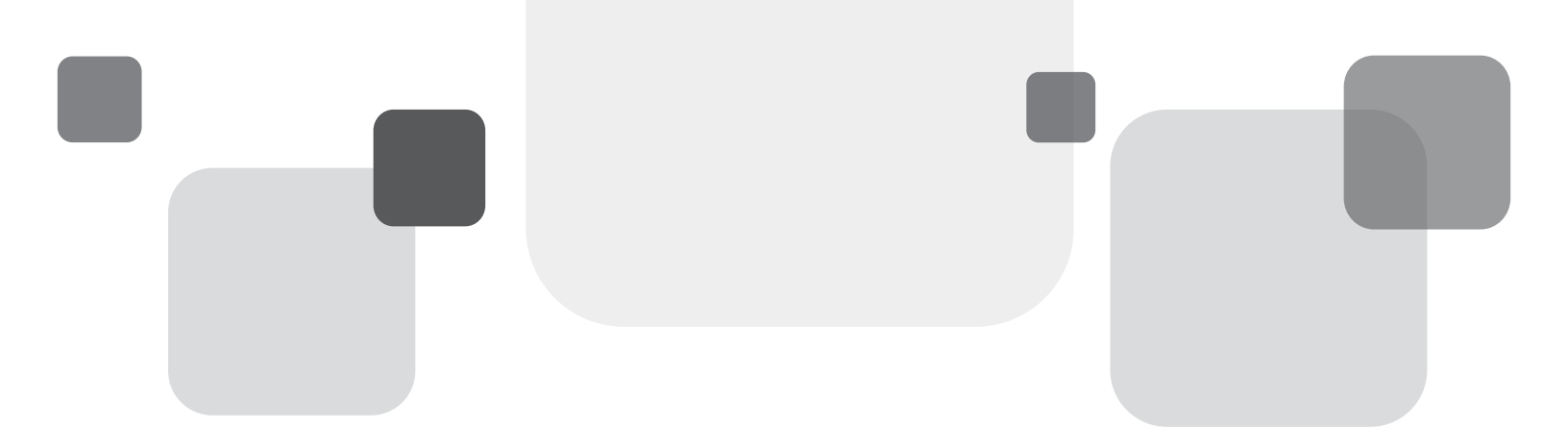
Once you become a Member, you are always a Member, even if you move, change jobs, or retire, provided you meet your obligations to the Credit Union.

Commitment Households

The Commitment Household program gives participants certain discounts and other advantages in exchange for maintaining certain loans and/or account balances. The discounts and advantages are referenced throughout this Handbook. A complete set of qualifications and advantages can be found at patelco.org.

Grounds for Expulsion or Denial of Services

As a member-owned cooperative, Patelco Credit Union is your Credit Union. Members are expected to uphold high standards of honesty, personal responsibility and courtesy in dealing with the Credit Union and other Members. We reserve the right to either (a) expel you from Credit Union membership or (b) alternately deny services at our discretion and if appropriate, restrict your access to Credit Union premises, if any of the following occur: (1) you fail to meet your obligations to the Credit Union;



(2) you fail to comply with applicable laws and the Credit Union's bylaws and rules as amended from time to time; (3) you are convicted of a crime in connection with business you conduct with the Credit Union; (4) you cause the Credit Union a loss in any way including but not limited to loan charge-offs, unreturned account overdrafts, or bankruptcy; (5) we learn after establishing your membership that we relied on false information in determining your eligibility; or (6) you fail to conduct your business with the Credit Union in a civil and business-like way. Violence, threats of violence, or harassment against Credit Union staff, volunteers or other Members will not be tolerated. If you fail to meet your obligations to us because of a bona fide emergency such as catastrophic illness, the Board of Directors may, at its sole option, allow you to maintain your Membership privileges.

Activity Requirements to Avoid Inactive Account Status

When a zero balance is reached, we will transfer your membership to inactive status, and you will not be eligible for other Credit Union services, have voting rights or receive notices of meetings of members. If you later restore your balance to meet the minimum balance requirements or establish a loan, your membership will be restored to active status.

Meeting Your Obligations

Your Credit Union strives to offer all Members the highest possible returns on savings and the lowest possible rates on loans, taking market conditions, safety and soundness concerns, and business needs into account. To make this possible, all Members must meet their obligations to the Credit Union in a timely manner.

You agree to comply with the agreements governing the Credit Union services you request. You agree to be honest with the Credit Union about your financial circumstances. You agree not to omit any material information from loan applications. You agree not to request credit or use credit card or loan accounts if you have reason to believe you will be unable to make the required payments.

You agree that you will not use or permit others to use Credit Union share or loan account access devices (such as debit cards or credit cards) or other Credit Union services to conduct illegal transactions such as illegal on-line gambling. We have the right to refuse to authorize a transaction if we reasonably believe that it is illegal. We may also block or freeze accounts or decline


transactions consistent with requirements imposed by laws, regulations or government agency directives. However, ultimate responsibility for determining whether a transaction is legal rests with you, not with the Credit Union. You agree that the actual or alleged illegality of a transaction for which authorized use of your Credit Union services was made will not be a defense to your obligation to pay it. We can revoke any Credit Union services or access devices if you use them for illegal transactions such as illegal on-line gambling.

You will not allow Credit Union savings or checking accounts you open to fall below a zero balance. If you do inadvertently overdraw any savings or checking account, and you do not have a prearranged and available source of overdraft protection under an Overdraft Protection Plan, you agree to immediately restore any overdraft upon our written demand. If you do not promptly restore the overdraft, you agree that our Right of Offset (see below) applies. If we cannot recover the amount under our Right of Offset, you agree that our right to recover Collection Costs applies.

You will take responsibility for items deposited to your share accounts that are returned unpaid. If we have made funds available to you for an item that is returned unpaid, you agree that upon our demand, you will immediately restore the amount of any negative balance associated with the returned item to your account. If you do not do so, you agree that our Right of Offset applies. If we cannot recover the amount under our Right of Offset, you agree that our right to recover Collection Costs applies. See the Deposits and Withdrawals section of this Handbook for more information about your responsibility for items deposited to your share accounts that are returned unpaid.

You agree to repay money you borrow from the Credit Union according to the terms of the applicable loan agreement. If you do not meet your obligations to us, we may submit negative reports to consumer reporting agencies that report loan payment problems, or checking or savings account abuses. These reports may adversely affect your credit standing.

Each Signer is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on share accounts of which she or he is an owner or signer. Each Obligor is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on loans or lines of credit



on which he or she is an Obligor. No release from an obligation to the Credit Union will be valid unless (a) given in writing by an authorized Credit Union employee or (b) ordered by a court or non-judicial dispute resolution provider to whose jurisdiction the Credit Union is subject in a proceeding to which we are a party.

Your Consent to Our Right of Offset

If you become indebted to us for any reason, and you fail to pay what you owe us according to the terms of your agreements with us or upon our written demand, you agree that we can take any Credit Union shares in which you have an ownership interest, without notice to you, to collect all or part of what you owe us. This consent by you is in addition to our right to impose a lien on shares under § 14856 of the California Financial Code. Our exercising this right will not be an election of remedies and will not impair our rights to pursue any other remedies we may have against you. Your consent to our Right of Offset is not a pledge by you of any shares and does not affect your right to withdraw funds as long as you meet your obligations to us.

However, you agree that this right extends to any shares you have with us, including IRAs and other accounts that might lose special tax treatment if pledged as security for an obligation, and shares resulting from your deposit of funds normally exempt from creditors' remedies such as social security direct deposit, to the extent not otherwise prohibited by law. The Credit Union never requires you to deposit exempt funds with us. Regulation Z, which implements the Truth in Lending Act, prohibits us from taking funds from your deposit accounts (offset) to cover delinquencies on a credit card account unless we obtain your separate consent to do so. Our credit card applications all contain a separate agreement granting us a secured interest in your primary share account for this purpose. In addition to allowing us to collect past due bills, this permission is important to you because it allows us to properly credit misapplied credit card payments.

Collection Costs

If you are in default in any obligation to us, you agree to pay reasonable costs we incur to collect what you owe us before we take legal action. If we take legal action of any kind (including but not limited to collection lawsuits, proceedings to protect our interests if you become a debtor in bankruptcy, appeals, foreclosures, or actions to enforce judgments), you agree to pay our reasonable attorney's fees and costs of the action. If

the legal action we take relates to a credit obligation, you agree that we can add collection costs to the outstanding balance and charge interest on them at the interest rate called for by the credit agreement. We can either extend the repayment schedule of your credit obligations or increase the minimum required payments to recover collection costs we incur because of your failure to meet your obligations.

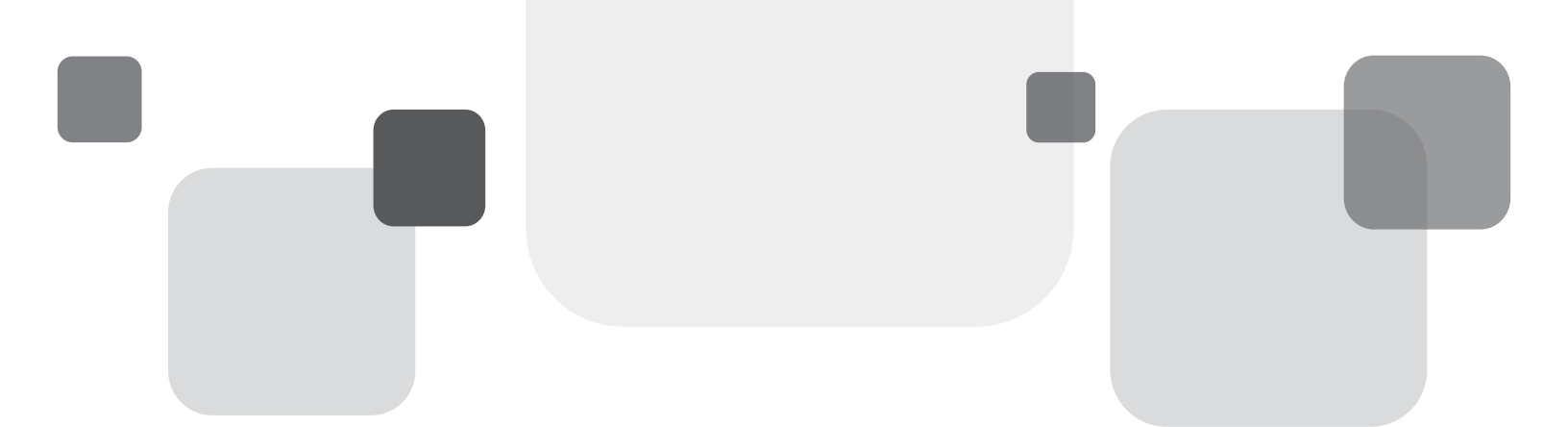
Fees and Damages

All Credit Union share accounts and loans may be subject to fees. Our fee structure is designed to encourage use of Credit Union services and to create incentives for Members to meet their obligations and handle their share accounts in a responsible way. All fees are disclosed on the Patelco Fee Schedule. The Fee Schedule may be amended from time to time and its most recent version is deemed to be incorporated by reference into this Handbook and made part of it. Fees may be waived at our discretion, subject to applicable anti-discrimination laws and regulations and our anti-discrimination policies.

Fees for special handling of share accounts and loans result in some instances from your failure to carry out your agreements with us. To the extent that our charges for handling such matters may exceed our costs, they are to be considered damages. You agree that our collection of a fee does not waive any right we may have under the law to recover any loss we sustain due to your failure to meet the terms of this Handbook or other agreements you have with us. We also have the right to extra damages whenever the law provides for them, such as the exemplary damages provided as a penalty for writing bad checks. For current fee information, visit patelco.org.

Governing Agreements and Laws

This Handbook, our Fee Schedule, our Credit Union bylaws and policies, applicable California and federal laws as amended from time to time, and any separate agreements and disclosures provided to you shall govern your transactions with Patelco Credit Union. The Credit Union may amend agreement terms from time to time consistent with applicable law and regulation by notifying you. If any provision of this Handbook as amended is found to be void or unenforceable under any applicable law, the provision shall be deemed amended as necessary to give effect to the provision's intent. If the provision cannot be amended, the void or unenforceable provision will be deemed omitted and the rest of the Handbook will remain



in effect. In some cases (for example when you use a credit card or Patelco Debit Card for purchases or cash advances), you may receive receipts with other terms printed on them. The terms in this Handbook will control over any conflicting terms contained in receipts or similar documents.

Your Taxpayer ID Number

You are responsible for providing the Credit Union with the correct Social Security number/taxpayer ID numbers on all share accounts you open with us. We have no duty of further inquiry as to the correctness of the number you provide, but we will not open or maintain accounts without taxpayer ID numbers. If you fail to provide your correct taxpayer ID number, you may be subject to backup withholding and IRS penalties. If you deliberately provide false taxpayer ID information, you may be subject to criminal prosecution and we can close your Credit Union share accounts. We may require a photocopy of your Social Security card or other acceptable government-issued document showing your Social Security number before we open a new account or permit withdrawals by or loans to new Members or before we permit any transaction.

Backup Withholding

The Credit Union has the right to withhold amounts required by federal tax laws from withdrawals if you or the Internal Revenue Service advise us that you are subject to backup withholding or if you fail to give us your correct taxpayer ID/social security number.

Dissemination of Information and Compliance with the Law in Handling Your Accounts

We will comply with lawfully issued subpoenas, levies, information requests and reporting requirements, writs of attachment, and similar orders pertaining to your Credit Union services. We honor tax levies issued by state or federal taxing authorities. You must take up any objections you have on matters of this type directly with the individual or entity that has requested information about or asserted a claim to funds in your share accounts.

We will disclose information to our service providers, merchants, and other financial institutions, as is necessary to carry out transactions you initiate that involve Patelco services you have. Please refer to our separate section on privacy of member information for more information.

We will disclose information about your share accounts and loans as required by law. For example we disclose dividends earned on your share accounts to the Internal Revenue Service, we disclose information about you and your share accounts in connection with child support data matching requests, if we suspect elder abuse, and we report any transaction that is required to be reported to the federal government under the USA PATRIOT Act, Bank Secrecy Act and Anti-Money Laundering laws.

We will disclose information regarding Credit Union share accounts to any Signer and information regarding Credit Union loans to any Obligor, provided any research and copying fees are paid. We do not disclose information to contingent owners (such as pay-on-death beneficiaries on share accounts) until the situation that would make them an owner of the account (such as the death of all owners) has arisen.


Patelco statements are bundled, meaning that all accounts and loans associated with a single member number are reflected on a single combined statement. By becoming an Owner or Obligor with a Member on a Patelco account or loan, you consent to other Owners or Obligors receiving statements about that account or loan even if they are not a party to the same account(s) or loan(s) to which you are a party.

Our Obligation to Follow Instructions

Any Signer on a Credit Union share account, and any Obligor on a Credit Union loan account, can, acting individually or jointly, give us oral, written or electronic instructions on the share or loan account and we will be obligated to carry out such instructions provided we have followed reasonable security procedures in identifying the Signer or Obligor. We will honor lawful powers of attorney on your accounts.

Because we operate in an automated processing environment, we cannot honor dual or multiple signature requirements. We will follow the most recent instructions for a transaction or service we have received and will have no liability to any person for doing so. If we receive conflicting instructions, we have the right to freeze the related share or loan account until we receive consistent written instructions from all Signers or Obligors or a court order.

We have the right to refuse to follow instructions for a transaction or service if we reasonably believe them to be inauthentic,



unauthorized, or made under duress. We will not, however, be liable to any person for following instructions that are inauthentic, unauthorized or made under duress unless either (a) we have actual knowledge of the lack of authenticity, lack of authorization, or duress; (b) our negligence, such as our failure to follow commercially reasonable security procedures, results in our following unauthorized instructions; or (c) the law imposes responsibility on us, such as for paying checks with forged signatures if reported to us in a timely manner.

The authority of a Signer or Obligor to give instructions on a share or loan account may be terminated in one of three ways. First, the share or loan account may be closed and re-opened with different signature or borrowing authority (approval of a new membership application and/or new credit application may be required). Second, all current Signers or Obligors may give their written consent to the change. Third, in the case of a person having access to a share or loan account in a fiduciary capacity (such as the holder of a power of attorney), notice must be given to the Credit Union in writing of either (a) the revocation of the fiduciary's authority by the principal who granted the authority; (b) the resignation of the fiduciary, or (c) a court order revoking the fiduciary's authority.

A valid court order of which we have actual notice in the form of a certified copy of the order will always supersede inconsistent instructions from any Signer or Obligor.

By maintaining any share or loan account at the Credit Union, you agree to defend, indemnify and hold the Credit Union harmless from any claims, losses, damages, liability or expenses that result from our accurately following the instructions of any Signer or Obligor.

Electronic Service Options

Many Members prefer to conduct their business with us electronically whenever possible. We make services available electronically when permitted by law, technically feasible, and consistent with safety and soundness.

Many of our electronic services are available for you to sign up for as soon as your membership is approved. Certain of our electronic services require additional credit qualification. You can immediately use Call-24, the ATMs including ATMs at Credit Union Service Centers (CUSCs), or Online Banking. Using your touch-tone telephone with Call-24, you can transfer funds, obtain loan advances, withdraw money, or check the status of

direct deposits. Online Banking allows you to do everything you can do with Call-24 plus: access Bill Pay and presentment; submit pre-filled loan applications; check the status of pending loan applications; order new or replacement Debit Cards, Credit Cards, and ATM Cards; open additional share accounts and certificates; place stop payment requests; view eStatements; order and reorder checks; view cleared check images; receive special alerts and announcements; update your profile including address, phone, and email information; activate your Debit Card or ATM Card, and (with Anywhere Deposit and according to its special user terms) deposit checks remotely by sending a scanned image to us. Access to the Internet is required. You may also access your accounts with our Mobile Banking system. To use mobile banking you must first enroll in Online Banking and access the special URL from your cellular phone or PDA, with Internet access. With Mobile Banking you may (i) transfer funds between your checking, savings and signature credit line accounts, (ii) find out if checks have cleared, (iii) verify account balances and (iv) pay bills with Bill Pay. These systems are described in greater detail in the in the Electronic Funds Transfer Agreement and Disclosure section of this Handbook.

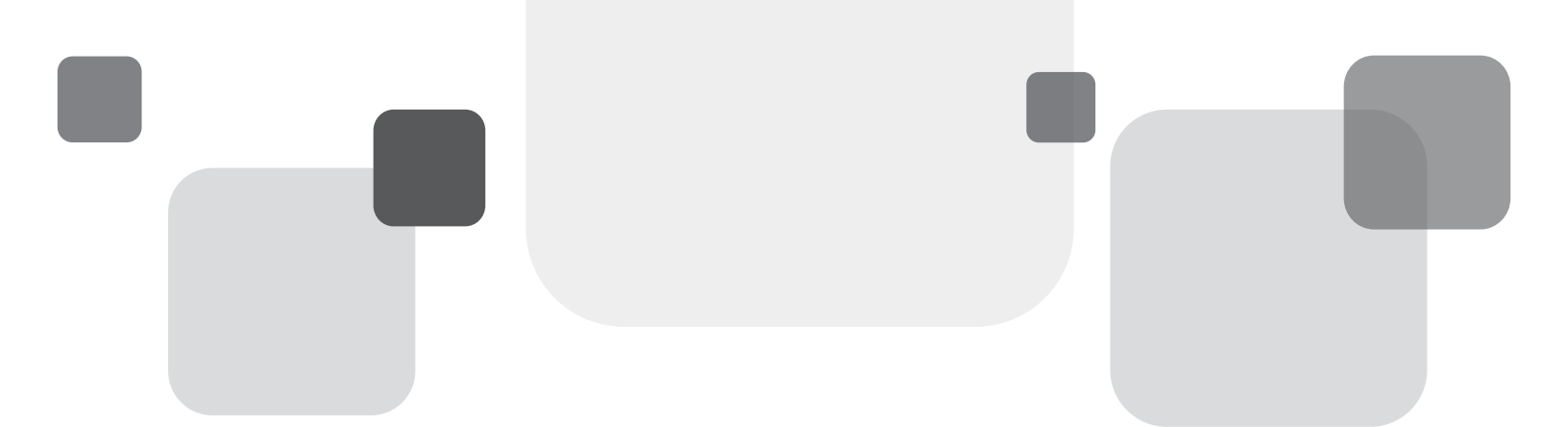
In Online Banking, you can:

- elect to retrieve all periodic statements on your accounts and loans electronically in lieu of having us mail you a paper statement
- apply for loans
- obtain agreements and disclosures for the loans and accounts you request
- authorize us to disburse loan proceeds (except for real estate-secured loans)

We will tell you the type of equipment you need to download and print documents we provide to you electronically. If you request electronic services, we can assume that you are able to download and print documents. If you have difficulty downloading or printing a document electronically, you should ask us to provide paper documents.

For your privacy and protection, we will not electronically release any information about your accounts or accept loan applications or disbursement authorizations without you using your confidential Personal Identification Number (PIN).

If you prefer to conduct your business with us on paper, all of our services are available in that form. You can discontinue any electronic service at any time.



The terms and conditions of online and mobile electronic banking services are described in a separate ONLINE AND MOBILE SERVICES AGREEMENT. The permissions and rights associated with online and mobile banking are different from and in addition to the terms and conditions of our regular deposit functions described in this Handbook.

CU Service Centers® Shared Branching

Members can conduct business on their Patelco share accounts and loans at Credit Union Service Center (CUSC) locations. All transactions conducted at a CUSC are subject to the CUSC's separate operating procedures, policies and fees. Transactions on Patelco share accounts and loans are subject to the terms of Patelco's agreements with its Members. Patelco may impose fees for some transactions conducted at a CUSC. Please see the Fee Schedule. You may need a Patelco ATM Card, Debit Card, or Credit Card and a confidential PIN to access your accounts at a CUSC. A government issued ID, such as a driver's license, along with your account number will be required to complete your transaction. If you do not have your Patelco ATM Card, Debit Card, or Credit Card with you, the CUSC may complete a transaction for you and impose a CUSC fee for doing so.

Services provided at a CUSC may include deposits, withdrawals, check cashing, account inquiries, fund transfers, loan payments, loan advances, traveler's checks and money orders. You will receive receipts for transactions conducted at a CUSC and they will be reflected on your periodic statement. Keep your receipts to verify your statement. Transactions made through a CUSC are processed the same business day. Business days are Monday through Friday, excluding holidays. Transactions made on weekends, including Friday evenings, and holidays will be processed on the next business day.

Waivers and Modifications

We can choose not to exercise one or more rights we may have under this or any other agreement we have with you on one or more occasions without such one-time waiver being deemed a permanent waiver of any right and without altering the terms of any agreement with you. Consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service. A modification may include the addition of a new term, a change to an existing

term, or a deletion of an old term. Any alteration of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if in writing and signed by an authorized agent of the Credit Union.

Revocable Authorization to Check Credit

By maintaining your membership, you authorize us to check your credit from time to time to determine your eligibility for Credit Union products and services. You can revoke this authorization at any time by notifying us in writing. In any case, if you apply for credit, or maintain any open-end credit or share accounts with us, we can check your credit or account history with third parties when you apply for the service and as part of our normal account review process.

Member Privacy Policy


Please see the privacy notice located at the end of this Member Handbook.

Consent to Use of Mobile Phone Numbers

For purposes of debt collection, you expressly consent to receipt of phone calls from the Credit Union or its representatives) using all phone numbers provided by you, including but not limited to mobile phone numbers, and whether or not the Credit Union is aware the number is a cellular number. Debt collection includes, but is not limited to, the use and/or employment of automated / auto-dialer and pre-recorded message calls to phone numbers provided by you. You acknowledge and expressly consent to the Credit Union's use for debt collection purposes of auto dialers and pre-recorded messages to phone numbers which have been provided by you. You expressly consent to the receipt of debt collection calls on your cellular and other phone numbers. You further acknowledge that said debt collection calls, including the use of auto dialers and pre-recorded message calls, may result in a fee charged to you by your phone service provider.

Arbitration and Waiver of Class Action

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date



(defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at adr.org; or, a copy of the Rules can be obtained at any Credit Union branch (**patelco.org/locations**) upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the US Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

Selection of Arbitrator: The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this

1. Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. Effective Date: This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless

you opt-out in accordance with the requirements of the RIGHT TO OPT OUT provision below.

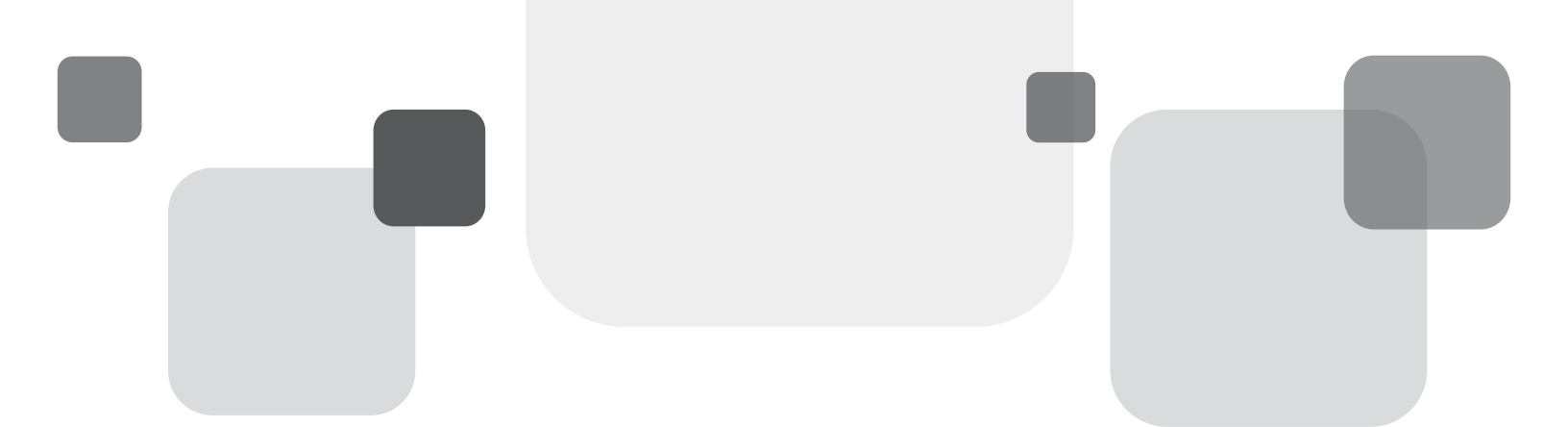
3. Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

4. Arbitration Proceedings: The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

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

6. Severability: In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall



also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

7. Survival: This Arbitration Agreement will survive termination of the Account Agreement.

8. RIGHT TO OPT OUT: You have the right to opt out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing by sending a letter to Patelco Credit Union, Compliance Department, 3 Park Place, Dublin CA 94568 or an email to optout@patelco.org within such 60-day period. Your letter must include your Member Number and a statement indicating that you want to opt out of the Arbitration Agreement. If you have multiple Member Numbers, your letter must indicate those numbers. If you fail to opt out within this 60-day period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt out, it shall not affect other terms and conditions of your Account Agreement or of your relationship with the Credit Union.

9. Incapability to certain loans: This Arbitration Agreement will not apply to any Claims involving: (a) a consumer real estate loan; or (b) a consumer loan we provide you, to the extent you and/or a co-borrower are “covered borrowers” under the Military Lending Act.

10. For more details or if you have questions, you may call us or visit a branch ([patelco.org/locations](https://www.patelco.org/locations)). If you have questions about AAA procedures, you should check AAA’s website ([adr.org](https://www.adr.org)) or call AAA at 800.778.7879.

Your Consent to the Terms of this Handbook

Completion and submission of a membership application constitutes your agreement to the terms of this Handbook.

YOUR CREDIT UNION SHARE ACCOUNTS

Federal Deposit Insurance

SHARE ACCOUNT INSURANCE: Patelco Credit Union accounts are federally insured by the National Credit Union Administration, a U.S. government agency. Single-owner accounts of a member are added together and insured up to \$250,000. A member can

also have an IRA account that is federally insured separately from the member’s non-IRA accounts up to \$250,000. Separate, additional federal account insurance coverage is available for joint-owner accounts and for informal trust/POD accounts (where you designate joint owners or POD beneficiaries.) You can refer to the National Credit Union Administration, [ncua.gov](https://www.ncua.gov), for further details.

Minimum Balance

The minimum balance to maintain membership and be eligible for Credit Union services is \$1 in the Regular Savings Account.


Earnings and Payment of Dividends

If a share account earns dividends, they accrue from the business day we receive your deposit. The Board sets our competitive dividend rates, taking into consideration the cost of funds and market conditions. Dividends are only paid out of current income and available earnings after required transfers to reserves at the end of the dividend period. Dividends cannot be guaranteed. Unless otherwise indicated, dividend rates and corresponding annual percentage yields are not set in advance, are variable and can change at any time. The Board may change dividend cycles.

Account Ownership and Transfer of Proceeds at Death

You own all accounts established under your Member number. When permissible, you may designate one or more Joint Owners of your accounts either at the time of your application or at any time after. Joint owners are not allowed on IRA, HSA, or UTMA Accounts. Joint Owners are also prohibited on fiduciary accounts (such as living trust or estate accounts), but in situations where more than one fiduciary is appointed, the co-fiduciaries may both sign on the account. Co-fiduciaries are prohibited by law on UTMA accounts.

Joint Owners must complete and sign a membership application along with the Member. Joint Owners, along with the Member, own all proceeds of each non-IRA and non-HSA account held under that Member number, with right of survivorship. Joint Owners may deposit or withdraw any amount in any non-IRA account under that Member number, except that a Joint Owner cannot withdraw funds that would have the effect of terminating the Member’s membership. Withdrawal by any one owner of funds in an account terminates the rights of all other account owners to the withdrawn funds.



Joint Owners acting individually may pledge share accounts as security for loans. In addition, if a Joint Owner becomes indebted to the Credit Union in any manner, any share account in which the Joint Owner has an interest becomes subject to the Credit Union's Right of Offset, even if the Member on the share account is not a party to the transaction that resulted in the Joint Owner's debt. If the Member on a checking account establishes an Overdraft Protection Plan for the account from a credit line or a savings or money market account, any Joint Owner on the designated checking account can also access the Overdraft Protection Plan source. This is the case even if the Joint Owner of the checking account is not a Joint Obligor on the credit line or a Joint Owner of the account from which funds will be transferred to cover overdrafts.

Should any owner of a joint account die, any surviving Owner(s) will automatically own any money in the account. When the last owner dies, the account proceeds will automatically pass to any named Pay-on-Death (POD) beneficiary(ies), or, if no beneficiaries are named, to the estate of the last owner to die. Should the Member die, the Member account number will be closed. If the Joint Owner is eligible for Membership, a new Member account will be opened and all eligible account proceeds will be transferred to the new Member account number. If the Joint Owner is not eligible for membership or elects not to establish membership, a check for the account proceeds will be issued to the Joint Owner and the account will be closed.

A person who is a Signer on an account in a fiduciary capacity only (for example, an attorney-in-fact) does not succeed to ownership of account proceeds at the death of the last Owner of the account.

Members may also elect to own accounts individually rather than jointly. On individual accounts, the account proceeds will transfer at the Member's death to any named POD beneficiary(ies) or, if no beneficiaries are named, to the Member's estate. If you have no surviving joint owners or POD beneficiaries, and your estate will be subject to probate in the state where you live, we will issue a check for the proceeds of your account to your executor or administrator after we receive copies of letters testamentary or letters of administration issued by the court. If your estate will not be subject to probate under a law such as California Probate Code § 13000 et seq., which provides for the distribution of property of small estates without probate,

we will, upon receipt of legally sufficient documentation, disburse account proceeds consistent with the requirements of applicable law.

On accounts with designated POD beneficiaries, funds pass automatically to the named beneficiaries and are not subject to any probate proceeding. If you name more than one POD beneficiary, your beneficiaries will receive account proceeds in equal shares unless you indicate otherwise in writing either on your membership application or another authenticated written Instruction to Patelco. POD beneficiaries must identify themselves consistent with our Customer Identification Policy and will be subject to any screening required by law (such as OFAC screening) before information or funds will be disbursed to them. POD beneficiaries are not allowed on UTMA or fiduciary accounts. You may wish to consult with your tax advisor or legal advisor before you designate POD beneficiaries on IRA accounts because your decision may have significant tax consequences.

All Patelco joint accounts are joint tenancy accounts with right of survivorship. Any disputes about the entitlement to funds in joint accounts must be resolved by the account owners or their successors in interest without involvement from the Credit Union. Under community property law, a married person or a person in a domestic partnership can establish financial institution accounts in his or her own name without the consent of his or her spouse or partner. The account-owning spouse or partner can designate any POD beneficiary he or she wishes. However, the surviving spouse or domestic partner of the account owner may have a right to his or her community property interest in the account at the death of the account owner. This interest, if asserted, would reduce the amount that transfers to a non-spouse POD beneficiary.

The Credit Union will retain and follow only your most recent authorization. The Credit Union will consider any omission from your current authorization of information that was included in a previous authorization of yours to have been intentional. Thus, for example, if your earlier authorization designated a POD beneficiary and your current authorization has no POD beneficiary designation, we will assume that you want your share accounts to pass to your estate at your death.



Fiduciary Accounts

We can set up accounts, except IRAs and HSAs, as family trusts, executors of estates, guardians, conservators, and California Uniform Transfer to Minor Act (UTMA) accounts. Fiduciary accounts are subject to separate written agreements. Certain restrictions apply.

Business/Corporate/Organization Accounts

Patelco may, at our option, establish accounts for business or organizational purposes if the business or organization is in our field of membership and otherwise meets our business account requirements. Patelco may require documentation of the business or organizations' existence in good standing, signature authority and area(s) of activity or trade. Personal guarantees may be required. In addition, the Credit Union has the right to require documentation informing the Credit Union of the organization's taxpayer ID number, business license, fictitious business name statement, and/or federal tax returns. You are responsible for notifying the credit union of any changes in authority to act on business/ corporate/organization accounts. The Credit Union does not offer business or organization accounts to political parties, fundraising groups, or campaign organizations. The Credit Union may decline an application for a corporate account for any lawful reason. Business/corporate/ organization accounts may be subject to separate or additional agreements and may be subject to a monthly fee (see Fee Schedule). Patelco Credit Union does not offer business accounts to businesses engaged in activity that violates state or federal law, that present a degree of risk that we in our reasonable discretion determine that we do not have the capacity to manage, or that we in our sole discretion believe could be detrimental to Patelco's reputation in the communities we serve. The following is a non-exclusive list of business types that Patelco does not serve: (a) Any organization or business subject to any sanctions administered by the Office of Foreign Assets Control; (b) medical marijuana dispensaries or any other business involved in the marijuana industry; (c) money services businesses (MSBs); (d) gambling businesses; (e) digital currency businesses; (f) third party payment processors; (g) prostitution businesses, whether legal or not; (h) embassies, consulates, and diplomatic missions; (i) pawn shops or pawnbrokers; (j) anonymous ownership entities, (j) jewelers or dealers in precious metals, and (k) adult entertainment businesses. The Truth in Savings Act and the Electronic Funds Transfer Act generally do not apply to business purpose accounts and Patelco disclaims

the obligation to comply with such laws with respect to business and organization accounts.

Continuing Authorization to Open Accounts


By completing a membership application, you give the Credit Union a continuing authorization to open any share account for you on your verbal request and deposit of funds. New share accounts under the same Member number will have the same joint owner(s) and/or POD beneficiary(ies) as any existing share accounts under that Member number.

If a Member wishes to designate different joint owners for different share accounts, or to have both joint and individual accounts, or to have different POD beneficiaries for different accounts, you must provide a separate membership application for each account that will have different owner or beneficiary combinations. Although multiple member numbers may be assigned, this will not result in any individual obtaining more than one membership or more than one vote in Credit Union elections.

Current Balance vs. Available Balance

Your "current balance" is the amount of money in your account at the beginning of a business day. This amount does not include any pending deposits or withdrawals. Your "available balance" is your current balance minus any pending Debit Card purchases, automatic drafts, processing checks or other debits from your account. Available balance is the actual amount available to you to make withdrawals or make payments. We determine whether your account has a positive balance or if it is overdrawn, and we calculate all fees associated with overdrafts, based on available balance. We will charge you a fee each time we pay an overdraft under our Discretionary Overdraft Services, although we may waive this fee if the transaction takes your available balance negative by \$25 or less.

For Debit Card Transactions, we use your available balance at the time a transaction posts to determine when your account is overdrawn and whether fees will be assessed. For Debit Card transactions involving merchant authorization holds (see the Authorization Holds for Debit Card Transactions section of this handbook), because there may be a longer delay between an authorization hold being applied and the transaction posting, this can sometimes result in a Debit Card NSF Protection fee based on an insufficient available balance at the time of a transaction posting, even if the available balance was sufficient earlier at the time of the authorization hold being applied.



It is important to keep in mind that for Debit Card transactions, we check your available balance at two separate times – first, at the time a merchant authorization request is received, and second, when the transaction “settles” and posts to your account. If your available balance is insufficient to pay the pre-authorization amount requested by a merchant, we will decline the request. If your available balance is sufficient to cover a merchant’s authorization request, the authorization request will be approved and an authorization hold will be placed on your account in the amount of the merchant’s authorization request. If the transaction later “settles” and posts to your account at a time when the available balance is insufficient to pay the posted transaction without causing an overdraft (i.e., paying the posted transaction results in an available balance of less than \$0), we will charge a Debit Card NSF Protection fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized.

The following example illustrates how this works: Assume your current and available balance are both \$40, and you use your Debit Card at a restaurant for \$30. If the restaurant requests preauthorization in the amount of \$30, an authorization hold is placed on \$30 in your account, so your available balance is only \$10. Your current balance would remain \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$10 (due to the authorization hold of \$30), your account will be overdrawn by \$30, even though your current balance is \$40. In this case, if we pay the \$40 check under our Discretionary Overdraft Services, we will charge you a Debit Card NSF Protection fee, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be \$30 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge “settled” (i.e., posted to your account), we will charge you a Debit Card NSF Protection fee, even though the restaurant transaction was authorized and approved with a sufficient available balance.

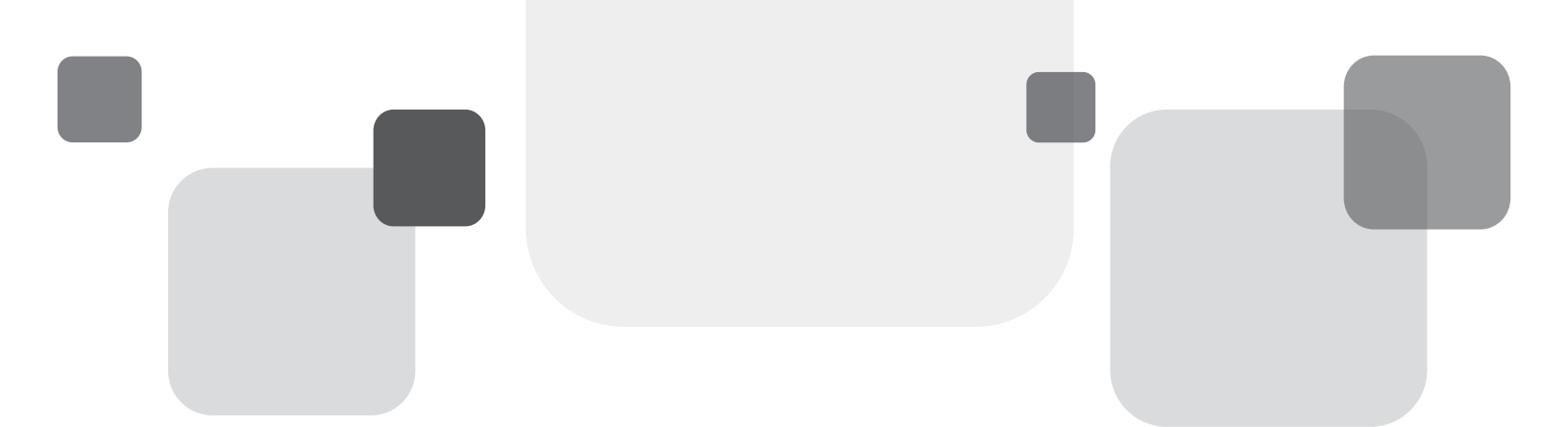
Deposits and Withdrawals

Funds can be deposited to your share accounts by (1) direct deposit of your net pay or retirement benefits, (2) automatic

payroll deduction, (3) in person at Credit Union branches or Credit Union Service Centers, (4) by mail, (5) by wire transfer, (6) through certain ATM networks to which the Credit Union belongs, (7) with Anywhere Deposit service by taking a photograph of a paper check using your mobile phone and transmitting to us, and (8) by transfer from other Credit Union accounts. Certain deposits are subject to delayed availability, as spelled out in the Funds Availability Policy section of this Handbook.

Withdrawals can be made (1) in person at Credit Union branches and Credit Union Service Centers, (2) by an authenticated electronic request (Call-24, Online Banking) to transmit a check, electronic transfer or wire transfer to you or a person you designate, (3) at ATMs, (4) by writing checks if you have a Credit Union Checking Account, and (5) by pre-authorized (ACH) transfer.

Withdrawals by cash are limited to availability of cash, and may be limited to Credit Union branch cash policy, which is up to \$5,000 per member per day. For security reasons, members who wish to withdraw more than \$5,000 in currency in a single day must submit a request to a branch manager. All larger cash withdrawal requests are subject to approval by Patelco. Withdrawals from available funds can be made by Credit Union check payable to you. On your Patelco Checking Account, you may write as many checks and make as many transfers or withdrawals out of the Account as you wish, provided you have sufficient funds. The number of deposits you may make is unlimited on all account types except for certificate accounts. However, certain types of transfers out of your Regular Savings Accounts, Money Market Accounts and other non-transaction accounts are limited. The descriptions of each account type below will tell you if that account type limits withdrawals and transfers. Unless otherwise stated, you may make as many withdrawals or transfers out of your accounts as you wish using these means: (1) in person, (2) by mail, (3) at the ATM, (4) by a telephone request to mail a check payable to you to your address in our records. All other withdrawals or transfers out of non-transaction accounts are limited to six per month. Examples of transfers or withdrawals out of non-transaction accounts to which the limits apply include: (1) pre-authorized automatic payments, such as for health club dues or utility bills; (2) transfer-among- accounts requests or Bill Pay requests submitted using Call-24 or Online Banking; or (3) automatic and pre-authorized account transfers (including Overdraft Protection Plan transfers).



We may refuse to accept for deposit checks or other items that are stale dated (more than six months old), appear to have been altered or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts. We operate in an automated processing environment and do not physically examine all items presented for deposit. You agree to defend, indemnify and hold the Credit Union harmless from any claims, losses, liability, damages or expenses we incur as a result of accepting items for deposit to your accounts, unless we fail to exercise ordinary care in accepting the item.

We can accept an item payable to you for deposit to any account of which you are the owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or a single owner account. If an item is payable to you, we can accept the item for deposit to any account of which you are an owner in our records, whether or not you or the other person(s) have endorsed the item, and whether the account to which the item is deposited is shown in our records as a joint account or a single owner account. If an item is payable to you and another person: (a) we can accept the item for deposit to any account on which you and all other payees are joint owners in our records, whether or not you and/or the other payee(s) have endorsed the item; (b) if all payees have endorsed the item for deposit to an account that you have with us, we will accept the item for deposit to that account, regardless of the ownership of that account; and (c) if the item is deposited to an account on which all payees are not shown as joint owners in our records, we can, at our option, either refuse to accept the item for deposit, or accept the item for deposit to an account that our record show is owned by an endorsing payee. If we accept the item for deposit to an account owned by an endorsing payee, the endorsing payee agrees to defend, indemnify and hold the Credit Union harmless from any and all claims by non-endorsing payees. If an item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your account or to require that the third-party payee's financial institution guarantee the third party's endorsement. These "third party checks" cannot be deposited using a Patelco ATM or using our Anywhere Deposit service. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify

and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution. We have the right, but not the obligation, to refuse to accept for deposit items payable to you but not endorsed by you.


If we receive an erroneous deposit, such as a duplicate direct deposit of your net pay or a direct deposit of social security benefits after the payee's death, we can return the erroneous deposit to the payor and deduct the amount of the erroneous deposit to your account.

If an item you deposit is returned unpaid, we will deduct any amount for which you have received provisional credit from your accounts. All credits are provisional until we receive final payment from the institution on which the deposited item is drawn.

You acknowledge that our making funds from a non-cash deposit available to you for withdrawal is not a guarantee or representation by us that the item you deposited will be paid. If you are concerned about the validity of an item you want to deposit, you should contact the financial institution on which the item is drawn. No Credit Union employee has the expertise or is authorized to give you an oral or written guarantee that an item you deposit will be paid. Should any Credit Union employee state orally or in writing that they believe an item you deposit will be paid, that should be interpreted only as that employee's opinion and not as a guarantee. If the paying financial institution lawfully returns an item you deposited, we will deduct the amount of the item from your account, even if you have already withdrawn the funds and even if the deduction results in a negative balance.

We can deduct amounts of erroneous payments or uncollected deposits without advance notice to you, though we will notify you as soon as is reasonably practicable. You must, upon our demand, restore any negative balance that results from our deducting erroneous or uncollected deposits from your accounts. If you do not do so, our Right of Offset applies. If we cannot restore the negative balance by exercising our Right of Offset, our right to recover Collection Costs applies, and you will be subject to our Extended Overdraft Fee. See Fee Schedule.

Funds pledged as security for loans cannot be withdrawn without the Credit Union's prior written consent. If we inadvertently allow you to withdraw funds pledged as security for a loan, you



agree to either (a) restore the balance of the pledged funds to the amount required by your loan agreement immediately upon our demand or (b) increase the interest rate on the loan to the maximum interest rate we are charging at the time on unsecured loans. We may refuse withdrawals if you have delinquent obligations with us.

Items drawn on an institution located outside of the United States and/or in a currency other than US Dollars may be accepted by the Credit Union on a collection basis only as long as the amount is equivalent to \$250.00 (US) or more. The Credit Union will attempt to collect on the item for you and will credit the collected funds to your account. There may be fees charged by the foreign bank that will reduce the amount of the collection item. The Credit Union will charge a separate processing fee for this request. Please see the Fee Schedule.

Non-Transferability of Accounts

We can only transfer funds between Patelco checking accounts, whether between accounts of yours or between you and another Patelco member. To transfer your shares to another member, you must use a written form acceptable to us.

Dividend Calculation, Compounding and Crediting

We calculate dividends on all of our accounts using the daily balance method, which applies a daily periodic rate to the balance in the account each day. No dividends will be earned on any day that the account balance is below the stated minimum to earn dividends. Dividends are credited on the last day of the dividend period. For example, if dividends are credited quarterly, they are credited on March 31, June 30, September 30, and December 31.

Fees

All Credit Union Accounts may be subject to fees which, if assessed, may reduce earnings. Please see the Fee Schedule.

Permanent Records and Statement Review

We will mail to you (or make available electronically) periodic statements recording all deposits, withdrawals, checks drawn on your Checking Account (if you have one), dividends (if any) and fees. All accounts will receive a statement at least quarterly, unless the account is restricted. Checking accounts and accounts with electronic transfer activity will receive monthly statements. If there is more than one owner of the account, the

statement will be sent to the first account holder. If you elect paper statements, we will mail them to you at your address in our records. You must notify us promptly of any address change in writing.

If you enroll through Online Banking, we will provide electronic statements rather than paper statements unless you opt out of electronic statements. If you request to receive electronic statements in lieu of paper statements, we will send you an email each month notifying you when your electronic statements are available to be viewed on our secure web site. Statements reflect all transactions on your accounts. If you do not receive a statement or an e-mail notifying you that your statement is available for retrieval via online banking, contact the Credit Union promptly (within 30 days) after the date you expected to receive the statement or notice and request a copy.

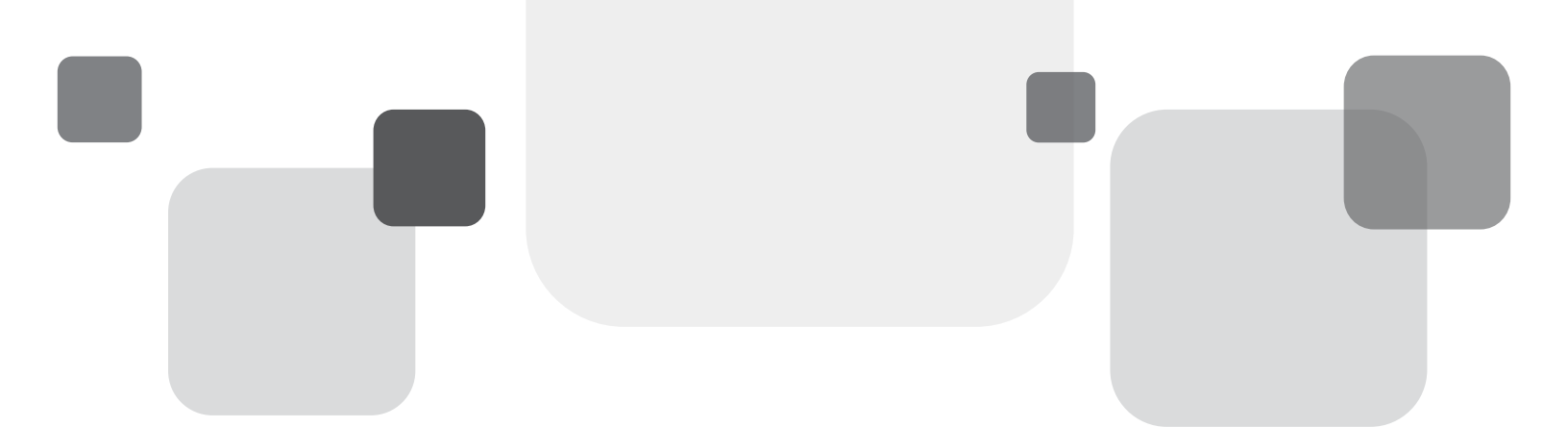
You will not receive your canceled checks, but we do truncate checks. You can obtain copies of them for up to seven years. The first two check copies per statement period are free; additional copies are subject to a fee. Please see the Fee Schedule. Copies of checks are available at no charge through Online Banking. The Credit Union is not responsible for items lost in delivery by the post office or otherwise not collected by the Member. If you do not receive a statement from us that you are expecting, you can request a duplicate by using Online Banking or by calling us or writing us. Our contact information is provided at the end of this Handbook.

If any mailed statements that we send you are returned undelivered by the post office, the Credit Union is authorized to destroy them. Destroyed statements will be available by optical storage for the time period required by law. If you do not receive a statement, please contact us promptly.

In Case of Errors or Inquiries About Your Statement

Please review your statements promptly when they arrive. Your failure to do so may result in losses the Credit Union will not cover.

If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us in writing within thirty (30) days after



we mailed you the first statement on which the item appeared. If you do not tell us within 30 days, we are not responsible for any losses you incur because of the forgery or alteration of a check on your account. We operate in an electronic processing environment and it is not economically or practically feasible for us to examine every signature on every check. For this reason, we are, as permitted by the Commercial Code, altering the provisions of the Code regarding the time limits for reporting unauthorized signatures or other unauthorized transactions on checking accounts.

The Credit Union will investigate any errors, provided you notify us in writing within sixty (60) days of the mailing of the statement containing the error. Tell us all the information requested under the section entitled In Case of Errors or Questions About Your Electronic Transfers. We will not be liable for errors if you fail to notify us within the 60-day period.

If we correct any error that we made or accept any responsibility for a transaction, we have the right to collect the amount credited to your account from anyone else who is responsible. Our crediting your account will result in automatic assignment to us of your rights to collect the amount from anyone else. You agree to cooperate with our efforts to collect the amount we credited to your account.

If we make an error handling your account, our liability will be limited to the actual damages, not to exceed the amount of the transaction. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress or exemplary damages due to a claimed reckless disregard of the consequences of our actions.

Electronic Transfer Errors or Unauthorized Use

Please see the separate Electronic Funds Transfer Agreement and Disclosure in this Handbook for information about your rights and responsibilities.

Closing Accounts

We have the right to close your account(s) for any lawful reason on 10 days' written notice to you at your last known address. For example, we reserve the right to take corrective action, including closing your account(s), if we suspect identity theft. Any closing of your accounts will not affect our handling of regular transactions prior to the notice, provided that sufficient funds


are on deposit to handle them. Other grounds for closing your account(s) with or without advance notice include your writing NSF checks without Overdraft Plan protection, your failure to pay your loans, your misuse of a checking account for check kiting, deposit of invalid items, or other unlawful purpose, or your failure to observe the conditions of any agreement with the Credit Union. Closing your account within the first six months is subject to a fee (see Fee Schedule).

Escheat

Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law. If our records indicate that you live in California and there has been no activity on your account other than crediting of dividends for three years, your account will be deemed abandoned and subject to forfeiture to the state of California pursuant to California Code of Civil Procedure §1513.5. We will charge the maximum fee allowed by law for this process. After two years of inactivity, we will notify you at your address in our records that your account will escheat if you do not contact us to indicate an interest in your account. Once the shares and dividends are turned over to the State, the Credit Union has no further liability to you. You must contact the State Controller's Office to request return of the funds. The address is: Division of Unclaimed Property, P.O. Box 942850, Sacramento, CA 94250-5873. For general inquiries about claims, you may call 800.992.4647 for National and 916.323.2827 for California. You need to provide the escheatment amount and escheatment date. This information is found on the last statement you received from the Credit Union. Accounts which are escheated to a state in the middle of a period will not be paid dividends/interest for that period. If you reside in a state other than California, and your state law requires us to turn over inactive accounts, we will comply with any notice and turn over requirements imposed by your state.

Our Handling of Accounts in Case of Your Death or Incompetence

If there are no joint owners on your account, your death or a court appointment of a conservator to manage your legal affairs will terminate our authority to disburse funds from your account. Our authority will terminate ten days after the later of (1) the date of your death or the appointment of a conservator or (2) the date we learn of your death or the appointment of a conservator. After we learn of your death or incompetence, we



will comply with the law or court orders in disbursing account proceeds, and we will honor stop pay requests by any persons claiming an interest in your account.

Early Withdrawal Penalties; Waiver of Penalties

Unless otherwise specified, on all accounts subject to early withdrawal penalties, if funds are withdrawn within six days of account opening or renewal, the penalty will be seven days' dividends on the entire account balance, even if less than the entire balance is withdrawn and even if the penalty will invade principal. Other penalties are stated in the applicable account descriptions below. If an account has an early withdrawal penalty, the penalty may be waived at our discretion if (a) you close an IRA Certificate within seven days of opening it, but only to the extent the penalties would invade principal (you will pay any penalties that will not invade principal); (b) you withdraw funds from an IRA Certificate after reaching age 59-1/2 or you withdraw funds from an IRA Certificate as part of a Required Minimum Distribution after reaching age 70-1/2 or becoming disabled; (c) you withdraw funds within one year after our merger with another federally insured financial institution, if the merger results in a loss of federal insurance on the Certificate that you would have maintained had the merger not occurred; (d) any owner of the Certificate dies; (e) any owner of the Certificate is deemed incompetent by a court or other administrative body of competent jurisdiction; or (f) you withdraw the funds within the grace period following maturity.

Authorization Holds for Debit Card Transactions

When you use your Debit Card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your Debit Card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you

sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company.

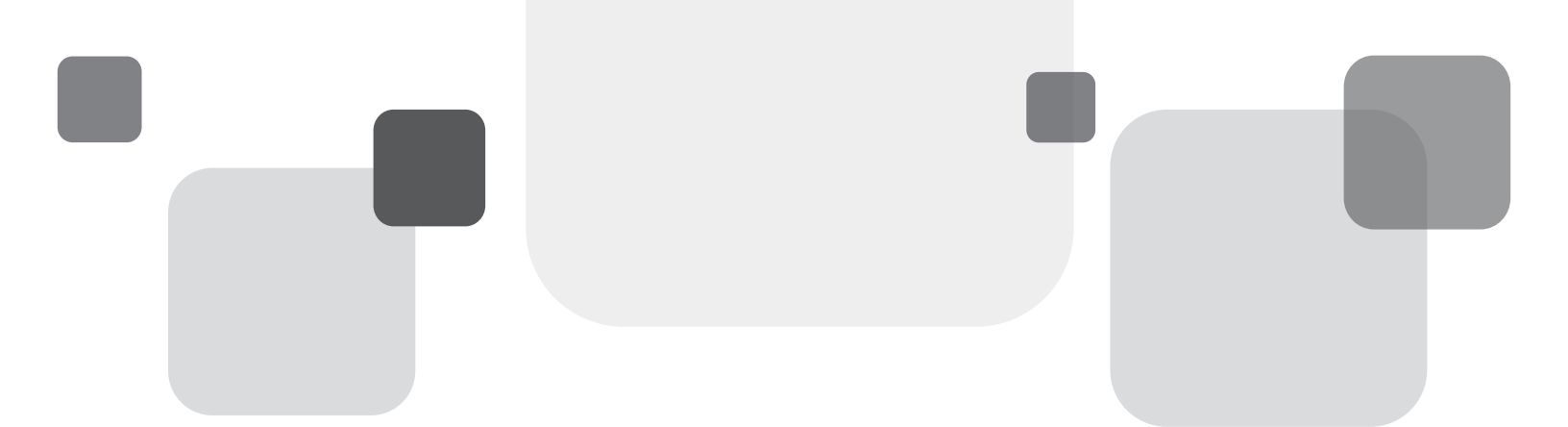
The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your Debit Card is swiped before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

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

NSF Transactions

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related NSF Fee. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a



result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times; this may also occur when you initiate transfers and payments through your Credit Union online banking or Bill Pay services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, charge a NSF Fee, and then resubmit the same transaction at a later time in an attempt to process your requested transaction. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will charge a related NSF Fee for each such resubmitted item each time that same transaction is returned unpaid or a Paid NSF Fee if a resubmitted item is paid when your account lacks sufficient available funds to pay it.

TRUTH-IN-SAVINGS DISCLOSURES **Regular Savings Account**

Dividend rates and APYs are set at the end of each month and can change monthly or more frequently at the Board's discretion. If your balance reaches a designated dividend tier on any day, the entire account balance will earn the dividend rate for that tier on that day. For current rates and tiers as set by the Board, see our rates on our web site.

Dividends are credited and compounded monthly on the last day of the month. The minimum balance to open this account and be eligible for Credit Union services is \$1.00. This is a non-transaction account and certain types of withdrawals are limited to six per month (see Deposits and Withdrawals above). If you violate these limits, we can close the account and put the funds in a transaction account you are eligible to maintain (convert) or take away the transfer capabilities of this account. This account can be used as an Overdraft Protection Plan source, but not more than six times per month. This account can be pledged as security for a loan.

Discontinued Savings Account Types

We no longer accept new accounts for a gr8 r8 Savings Account, a Pay-Me-First Account, a Treasury Plus Account, a Funds Plus Account, a Money Market Account, a Money Market IRA, an Insured Variable Money Market Fund, a Treasury Income Account or a 7-Year Term Certificate or Rising Rate Certificate. If you have such an account, you may keep your account until we notify you otherwise. Please ask us, at 800.358.8228 or patelco.org if you need the current rates and other details of that account product.


Money Market Select and Money Market Select IRA Accounts

Limited to one Money Market Select Account and Money Market Select IRA Account per account number. No minimum deposit required to open an account. Dividend rates and APYs are set weekly and can change more frequently at our discretion. For current rates and tiers, see our rates on our web site.

Dividends are credited and compounded monthly on the last day of the month. Interest is paid at tier rates on balances within each tier. Total interest paid is the sum from each tier. You can make unlimited deposits to your regular Money Market Select Account. Contributions to and withdrawals from the Money Market Select IRA Account are subject to IRS limitations. Withdrawals from your Money Market Select Account are limited to six per month with the following exceptions: (1) in person at Credit Union branches, (2) by an authenticated electronic request (Call-24, Online Banking) to transmit a check, electronic transfer or wire transfer to you or a person you designate, and (3) by pre-authorized (ACH) transfer. If you violate these withdrawal or transfer limits, we can close the account and deposit the funds in a transaction account. You are eligible to maintain (convert) or take away the transfer capabilities of this account. Funds in this Account (if it is not an IRA) are available for the Overdraft Protection Plan. This account cannot be pledged as security for a loan. The Money Market Select Account (non-IRA) has an optional checking feature. The maximum number of checks that may clear an account is three (3) in any calendar month period. The number of checks you write will count against the six-per-month withdrawal limit established on this account. Should your Money Market Select Account have more than three checks clear in any calendar month period, we reserve the right to close the account or convert the account to a Checking Account without advance notice. The same check processing fees as disclosed for Patelco's Checking Account (such as NSF, Check Copies and Stop Payment) apply to checks written on the Money Market Select Account (see Fee Schedule). Patelco reserves the right to discontinue the Money Market Select Account and the Money Market Select IRA Account at any time without notice.

Certificate Accounts

You can select certificates with terms from 90 days to 60 months in length. Certificate accounts give you a fixed dividend rate and APY over the specified term. Dividend rates and APYs offered on new certificates can change any time at the Board's discretion.



On certificates with terms less than 12 months, dividends are compounded and credited at maturity. For certificates with terms longer than 12 months, dividends are compounded and credited monthly on the last of the month. A minimum balance of \$250 is required to open and maintain an IRA certificate. A minimum balance of \$250 is required to open and maintain all other certificates. You may borrow against non-IRA certificates provided that the loan term does not exceed the certificate maturity date. You cannot use Certificate accounts for Overdraft Protection Plan.

Special certificates may be offered from time to time and may be subject to additional separate terms and conditions.

IRA Certificates: All terms of certificates can be opened as IRA accounts. The same rules apply for yield calculations and early withdrawal penalties as regular certificates.

APY Assumptions: The disclosed Annual Percentage Yield (APY) assumes that accrued and credited dividends will remain in the account until maturity. Earlier withdrawals of dividends will reduce earnings.

Renewal at Maturity: Certificate Accounts renew automatically at maturity unless, at maturity or during the 10-day grace period that follows maturity, you close the Certificate Account or ask us to transfer the funds to a Certificate Account with a different term. Automatic renewal will be for the same term (or the closest shorter term if we are no longer offering the same term) and at the Dividend Rate and APY the Credit Union is then offering for Certificates for that term. We will send you a notice before your Certificate matures, but the rate and APY for the renewed Certificate will not be determined until the maturity date. Please call the Credit Union at 800.358.8228 on the

maturity date to learn the dividend rate and APY that will apply to the renewed Certificate.

Transaction Limits: Funds may not be added to, and principal may not be withdrawn from, a Certificate Account after it is opened, except at maturity or during the grace period following maturity.

Special Certificate Accounts with separate account agreements may allow for additional deposits or withdrawals. Only one

withdrawal, deposit, and/or change in term is allowed at maturity or during the grace period. You may withdraw credited dividends at any time, but any other withdrawals prior to maturity will be subject to penalty. Other conditions may exist, such as deposit requirements for new money only, and will be disclosed separately.

Early Withdrawal Penalties: If you withdraw principal from a Certificate Account prior to maturity, an early withdrawal penalty will apply. If you withdraw funds within six days of opening a certificate, a penalty of seven days' dividends will be assessed, even if the penalty invades principal (except for IRA certificates, where the penalty will not invade principal). All other early withdrawal penalties on certificates with terms up to 47 months will equal the lesser of dividends earned on the Certificate or 90 days' dividends. Early withdrawal penalties on certificates with terms of 48 months or longer will equal the lesser of dividends earned on the Certificate or 180 days' dividends.

5-Year No Penalty Certificates

The 5-Year No Penalty Certificate allows up to six withdrawals per month with no penalty. The 5-Year No Penalty Certificate does not allow additional deposits at any time. Current dividend rates and APYs are shown on monthly statements.

The disclosed 5-Year No Penalty Certificate APY reflects the total interest that will be paid during the term of the certificate and assumes accrued and credited dividends will remain in the account until maturity. At maturity, the 5-Year No Penalty Certificate will automatically renew as a standard, fixed share certificate of a 5-year term at the prevailing rate. Minimum deposit is \$250 for Certificates. Dividends are compounded and credited monthly on the last of the month. Please see the Certificate Accounts section in this Handbook for other terms and conditions that apply to certificates generally. Patelco reserves the right to discontinue the 5-Year No Penalty Certificate and IRA Certificate Account at any time.

IRA Certificates: The 5-Year No Penalty Certificate may also be opened as an IRA. The same rules apply for yield calculations as apply to a standard non-IRA 5-Year No Penalty Certificate. The same renewal procedures and rules also apply (with the renewed certificate being an IRA certificate).

Flexible Rising Rate Certificates

The Flexible Rising Rate Certificate will give you an automatic interest rate increase once per year on the anniversary date for the term of the certificate. For a period of ten (10) calendar days following your anniversary date, you may withdraw some or all of your money with no penalty. Dividend rates and Annual Percentage Yields offered on new Flexible Rising Rate Certificates can change any time at the Board's discretion.

The disclosed Flexible Rising Rate Certificate Blended APY reflects the total interest that will be paid from all rising rates during the term of the certificate and assumes accrued and credited dividends will remain in the account until maturity. At maturity, the Flexible Rising Rate Certificate (or IRA Certificate) will automatically renew as a standard (non-rising rate), fixed share certificate (or IRA Certificate) of the same term at the prevailing rate. The minimum deposit is \$250 for Certificates (and \$250 for IRA Certificates). Dividends are compounded and credited monthly on the last day of the month.

There is a penalty for early withdrawal for all certificates except as outlined above. Please see the Certificate Accounts section in this Handbook. Terms and conditions vary by account. Patelco reserves the right to discontinue the Flexible Rising Rate Certificate at any time. The Flexible Rising Rate Certificate is limited to personal accounts only – no business accounts or institutional funds.

IRA Certificates: A Flexible Rising Rate Certificate opened as an IRA is subject to the same regulations as outlined above, as outlined in the Certificate Account section in this Handbook, and as apply to IRAs generally. The same rules apply for yield calculations as apply to a standard non-IRA Flexible Rising Rate Certificate. The same renewal procedures and rules also apply (with the renewed certificate being an IRA certificate).

Holiday Club Accounts

This account lets you save money for the holidays. To qualify you must have an opening deposit of \$20 and \$20 deposited automatically every month. You can establish a Holiday Club Account any business day of the year, and it will mature on November 15 each year. The dividend rate and APY will be fixed from the day you establish your Holiday Club Account to the maturity date of November 15 each year. Dividends do not compound but are credited at maturity. Dividend rates and APYs

offered on new Holiday Club Accounts can change at any time at the Board's sole discretion. Current dividend rates and APYs are shown on our web site. You cannot pledge this account as security for a loan or use it for Overdraft Protection Plan.

Transfer and Renewal at Maturity: On the maturity date, funds will transfer to a Credit Union checking or savings account you designate. Automatic deposits will continue after the maturity date unless you cancel them, and be added to the Holiday Club Account at the then-current dividend rate and APY. Call the Credit Union at 800.358.8228 on November 15 to find out the dividend rate and APY as of that date for new Holiday Club Accounts.


Transaction Limits: You can make deposits at any time. Funds may not be withdrawn except at maturity.

Early Withdrawal Penalties: If you withdraw funds within the first six days of establishing a Holiday Club Account, you will pay a penalty of 7 days' dividends, even if the penalty will invade principal. If you otherwise withdraw funds prior to maturity, you will forfeit all dividends earned on the account. If you cease making automatic deposits at any time prior to maturity, we can close this account and you will forfeit all dividends.

INDIVIDUAL RETIREMENT ACCOUNTS (IRAs) AND HEALTH SAVINGS ACCOUNTS (HSAs)

General Information about IRAs

Patelco offers Certificate IRA Accounts and Money Market IRA Accounts. IRA terms are generally the same as for non-IRA accounts of the same type. Traditional IRA, Coverdell Education Savings Account and Roth IRA accounts are available. IRAs cannot be pledged as security for loans. We can change or discontinue any IRA product by giving you six months advance notice. If we do this, you must notify us of another IRA into which you would like us to transfer the funds. If we do not hear from you, we will place the funds in another IRA-designated account. IRAs are also subject to a separate additional agreement and disclosure. The following general rules apply to IRAs: (a) there is no minimum balance requirement (unless specifically stated; the minimum balance for IRA Certificates is \$250), (b) you can revoke an IRA contribution during the first seven days without penalty unless it is a Certificate, in which case a penalty equal only to dividends earned may be assessed, and (c) early withdrawals may be subject to tax penalties imposed by the In-



ternal Revenue Service in addition to any Credit Union-imposed penalties, consult your tax advisor. All electronic contributions, including ACH, wires, CUSC, or ATMs, are deemed to be regular contributions for the current year.

Discontinued IRA Account Types

We no longer accept new accounts for a Treasury IRA Account, a Guaranteed IRA Account, or an IRA Special Share Account Certificate of any Series. If you have such an account, you may keep your account until we notify you otherwise. Please contact us at 800.358.8228 or patelco.org if you need the current rates or other details of that account product.

Health Savings Account (HSA)

To open a Health Savings Account you must complete a separate HSA application and meet the eligibility requirements set by the Treasury Department and IRS. Contributions to and payments from your HSA are subject to the rules determined by the IRS. Your use of the Health Savings Account is also governed by a separate HSA Agreement. Contributions and payments are reportable to the IRS.

All electronic contributions including ones via ACH, wires, CUSC, or ATMs are deemed to be regular contributions for current year.

Non-electronic HSA transactions, such as contributions to replace mistaken distributions, carryback/ previous year contributions, rollovers, and transfers, will require written request and signature of the HSA owner.

Dividends are credited and compounded monthly on the last day of the month. There is no minimum balance required to open and to earn dividends. The dividend rate and APY are set monthly by the Board at their sole discretion. For current dividend rates and APYs, please see our web site. Although called a "savings account" Patelco Health Savings Accounts are treated as checking accounts for most purposes. There is no limit on the number of monthly withdrawals.

You can access funds from your Health Savings Account by writing Health Savings Account Checks, using your Health Savings Account Debit Card, and by withdrawal by Credit Union's Official Check drawn from your Health Savings Account.

Use of the Health Savings Account Checks are governed by the same check processing rules and fees as disclosed for Patelco's Checking Account (such as NSF, Check Copies, Check Printing and Stop Payment). Use of the Health Savings Account Debit Card are governed by the same Debit Card processing rules and fees as disclosed for Patelco's Debit Card (such as Debit Card Transaction Copies, and Stop Payment). Funds in this account are not available as a source for Overdraft Protection Plan and is not eligible for Debit Card Paid NSF Purchase Protection Plan. If you write a check for more than the funds available in your Health Savings Account, we may at our discretion return the check unpaid. If you use your HSA Debit Card for more than the funds available in your Health Savings Account, we may post the item if previously approved at time of purchase, otherwise it will be returned unpaid. In addition, any funds transferred to your HSA to cover the payment of a check or a Debit Card transaction will be considered to be a contribution to your HSA. We will have no liability to you should the restoration of a negative balance require you to make a Contribution not permitted by law, whether the negative balance arose for reasons beyond our reasonable control or due to pre-authorized debit card transaction. Non-qualifying use of HSA funds are subject to IRS penalties; consult a tax advisor. This account cannot be pledged as security for a loan. There is a monthly fee for the Health Savings Account. This fee may be waived at our discretion. Please refer to the Fee Schedule for fees that apply to IRAs and HSAs.

CHECKING ACCOUNTS

Interest Checking Account

The dividend rate and APY are variable and can be adjusted by the Board at their sole discretion at any time. For current dividend rates and APYs, please see our web site. A \$10 minimum deposit is required to open an Interest Checking Account. You must maintain an average monthly balance of \$500 in your Interest Checking Account or you will be charged a monthly fee (see the Fee Schedule). This fee is waived for Commitment Households, Minor Accounts, and members with at least one Direct Deposit per month for a minimum of \$100. There is no minimum balance in the Interest Checking Account to earn dividends. Dividends are calculated daily and credited monthly on the last day of the month. See the separate Fee Schedule for other fees applicable to checking accounts.

Premier Interest Checking Account

The dividend rates and APYs are variable and can be adjusted by the Board of Directors at their sole discretion at any time. For current dividend rates and APYs, please see the current rates available on our website. A \$5,000 minimum deposit is required to open a Premier Interest Checking Account. You must maintain an average daily balance of \$5,000 in your Premier Interest Checking Account or you will be charged a monthly fee of \$10 (see the Fee Schedule). Monthly fee is waived for Commitment Households.

There is no minimum balance requirement in the Interest Checking Account to earn dividends. If your balance reaches a designated dividend tier on any day, the entire account balance will earn the dividend rate for that tier on that day. If your balance falls below \$5,000, your account balance will earn the same rate as our Interest Checking Account for that day. Dividends are calculated daily and credited monthly on the last day of the month. See the separate Fee Schedule for other fees applicable to checking accounts.

Free Checking Account

The Free Checking Account has all of the same terms and conditions as the Interest Checking Account, with the following exceptions. This checking account does not pay dividends. There is no minimum balance requirement to maintain the account. The minimum balance to open the account is \$10. There is no monthly fee, but fees for special handling and services such as check printing apply. See the separate Fee Schedule for fees applicable to Checking Accounts.

Plus Checking Account

The Plus Checking Account has all of the same terms and conditions as the Interest Checking Account, with the following exceptions. This checking account does not pay dividends. There is no minimum balance requirement to maintain the account. The minimum deposit to open the account is \$10. You will be charged a monthly fee of \$6.95 whether or not you have the funds to cover the monthly fee. See the separate Fee Schedule for other fees applicable to checking accounts.

Round-Up Program

Patelco's Round-Up program is a service provided at no additional fee. To participate, you must enroll your Patelco checking account and have a linked debit card and savings account.

Upon enrollment, we will round up your debit card purchases at the time of posting to the nearest dollar and transfer the difference from your enrolled checking account to your Patelco savings account. If your savings account linked to Round-Up is converted to a checking account, Round-Up transfers will continue to be made into that account. We may cancel or modify the Round-Up program at any time without prior notice.

ATM Fee Rebates

ATM fee rebates, where offered as part of a checking benefit, apply to cash withdrawals using your debit card wherever it is accepted. ATM fee rebates do not apply to any fees other than those assessed for using an ATM to withdraw cash from your Patelco Credit Union account. Patelco Credit Union makes its best effort to identify those ATM fees eligible for rebate, based on information it receives from our card issuer and ATM operators. In the event that you have not received a rebate for a fee you believe is eligible, please call us at 800.358.8828. Patelco Credit Union reserves the right to modify or discontinue the ATM fee rebate at any time.

Match Program

As a benefit of the Plus Checking Account, if you opt-in to the Round-Up program, Patelco will match 10% of the rounded-up amount and deposit the match into the same savings account as the rounded-up amount (up to \$500 per year). For any transaction that cannot be rounded up to the nearest dollar, there will be no match from Patelco. Additionally, for any transaction that was the basis for a Round-Up but was subsequently refunded, Patelco reserves the right to take back the match associated with the transaction.

General Checking Account Terms

The following terms apply to all Credit Union Checking Accounts. These terms are in addition to the terms in the GENERAL AGREEMENTS OF MEMBERS and YOUR CREDIT UNION SHARE ACCOUNTS sections of this Handbook.

You must apply for and be approved for a checking account. Our review may include checking your credit and/or account histories with consumer reporting agencies such as credit bureaus.

Payments on Checks

We will make payments on current checks drawn on available funds in your Checking Account when signed by you or any person you have authorized in writing. We are only obligated to honor completed, signed and endorsed checks, on blanks printed by us and given to you for your use or in a form approved by us. Check orders must be made in writing and the address printed on your checks should be the same address as we have for you on our records. We are not liable for errors caused by checks not approved by us. Spoiled checks should be destroyed or, if retained, disfigured. The carbon copy in the checkbook should be marked "void."

Governing Law

In handling checking transactions we will be governed by the California Commercial Code, Federal Reserve Board Regulations and our Credit Union procedures, as changed from time to time.

Stale Dated Items

The Credit Union is under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any costs or damages.

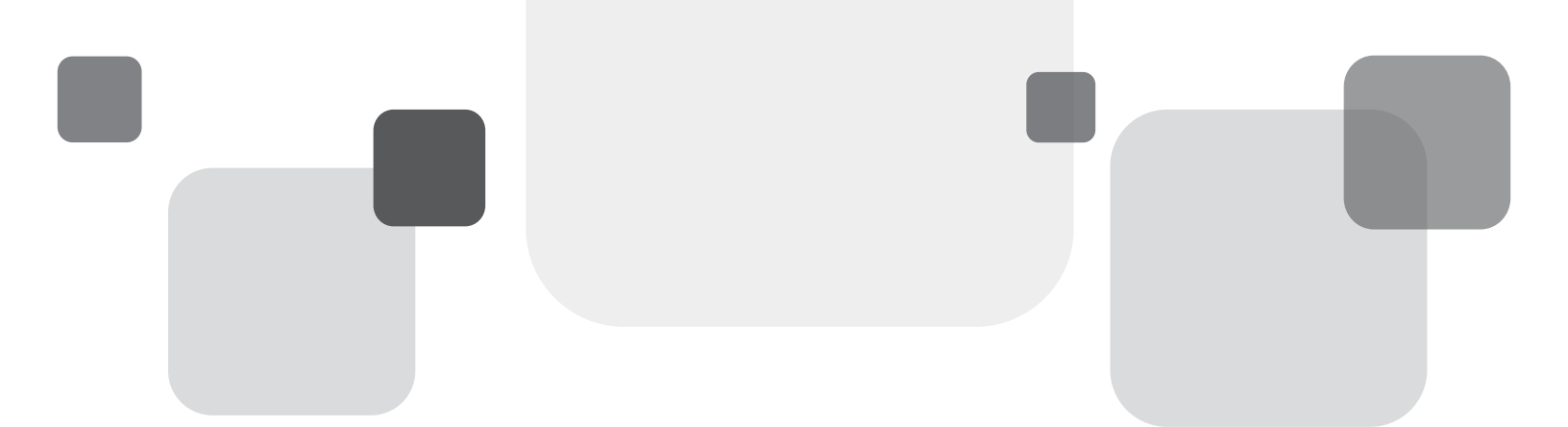
Overdrafts

1. Overdraft Protection Plans: The Credit Union is never required to pay a check or other checking account debit (withdrawal) item that would result in overdrawing on your checking account (available funds less than zero) unless you have established and have available a source of overdraft protection ("Overdraft Protection Plan" or "ODP.") Checking account holders are permitted and encouraged to authorize coverage of overdrafts by completing an Overdraft Protection Plan Authorization. You can designate the following as Overdraft Protection Plan sources if you have them: (a) Regular Savings Account; (b) Money Market Account; or (c) loan advances from (i) Open-End Signature Line of Credit, (ii) Home Equity Line of Credit (HELOC), (iii) Patelco Credit Card account, or (iv) Overdraft Protection Line of Credit. If there isn't enough money in your Checking Account to cover the checks you write, or to cover transactions by you or authorized users of your electronic transfer devices (see the Electronic Funds Transfer section of this Handbook), we will handle the item as follows.

We will consider such checks or electronic transfers to be requests for Overdraft Protection Plan fund transfers or loan

advances. If you authorize more than one Overdraft Protection Plan source, the Credit Union will have discretion as to which source(s) to access for overdraft protection. The following rules also apply:

- a. Overdraft Protection Plan transfers from your Regular Savings Account or Money Market Accounts will be in \$50 multiples (or the available balance, whichever is less), to cover your overdrafts in the amount needed. ODP transfers from Regular Savings and Money Market Accounts are limited to six per month. The minimum balance required to maintain the account is not available for ODP.
 - b. Overdraft Protection Plan advances from your Overdraft Protection Line of Credit, Signature Line of Credit, HELOC, or Patelco Credit Card account will be posted in multiples of \$100 (or the available credit, whichever is less) to cover your overdrafts in the amount needed. Overdraft advances are governed by the terms of the applicable loan agreement.
 - c. We may assess fees for Overdraft Protection Plan transfers from Regular Savings or Money Market Accounts or for cash advances from lines of credit. Please refer to the Fee Schedule. At present we only assess fees for cash advances from Credit Card accounts. Any overdraft advance from a line of credit will begin to accrue finance charges as soon as it posts to the credit account. You may be subject to multiple ODP transfer or advance fees in a single day if more than one item is presented for payment when your checking account does not have sufficient funds to cover them.
 - d. We are not obligated to make Overdraft Protection Plan transfers or advances if you have delinquent loan or account obligations with us.
 - e. We will not be liable for failure to complete an ODP transfer or advance even though you have available funds or credit if the failure results from causes beyond our reasonable control.
2. Discretionary Overdraft Services (Standard Overdraft Practices): If you do not have sufficient available funds or Overdraft Protection Plan funds from an authorized ODP source, we will apply our standard overdraft practices. Under standard overdraft practices, we may at our sole discretion return or decline the item, or pay it from our own funds. We do not honor



attempts to withdraw money against insufficient funds when made in the following manner: cash in Credit Union branches or shared branches, cash from ATMs, or Bill Pay transactions. We will not honor everyday Debit Card transactions (at a store, online, or by telephone) that overdraw your checking account unless you have opted in to our Debit Card Paid NSF Purchase Protection Plan (see that section of the handbook for details of the plan and the fee under Plastic Card EFT Access.) Items may not be paid against insufficient funds if you have been repeatedly overdrawn in the past six months, if your checking account does not receive regular deposits, if you are in default on obligations to Patelco, or if you have had your Patelco checking account for fewer than 30 days. The following rules will also apply.

a. If we pay items that overdraw your account from our funds, we will assess the Paid NSF Fee [or Debit Card Paid NSF fee as applicable] disclosed on the Fee Schedule. We may limit the number of such fees we charge per day at our discretion. We will not charge you a Debit Card Paid NSF fee for paying everyday Debit Card transactions unless you have consented. See the Debit Card Paid NSF Purchase Protection Plan section of this Handbook for details of the service and the fee. You may revoke that consent at any time, and your election will not impact the availability of Overdraft Protection Plans for those items.

b. You must restore any amount by which your account is overdrawn immediately upon our demand.

c. If you prefer that we return items that would overdraw your account rather than paying them, please notify the Credit Union in writing. You should be aware that some merchants and other payees of checks or preauthorized payments may charge bad check or returned payment fees in addition to any NSF return fee imposed by us.

d. You agree that we can post overdrafts to your accounts in any order we select consistent with the law. If your account goes into overdraft status, our order of paying items may affect the amount of overdraft-related fees charged.

e. Whether we pay the overdrafting item or return/decline it, we may assess either the Paid NSF fee (but in the case of NSF Debit Card items, only if you consent to such payments) or the returned NSF fee, as applicable.

3. If we return a check unpaid, we will charge a "NSF" (non-sufficient

fund) fee for any checks presented for payment to the payee's financial institution. See the Fee Schedule for charges on NSF checks.

4. ACH Representation of Returned Checks (RCK Entries): Checks you write on insufficient funds may be re-presented by the payee for payment through the ACH (automated clearing-house) system if the payee notifies you of this possibility when you write the check. Checks on which the signature is forged, altered checks, checks for over \$2,500, checks returned for reasons other than insufficient funds, or checks re-presented more than 180 days after their original date, are not eligible for ACH re-presentation.

5. Unless you have a formal Overdraft Protection Plan arrangement with us with available funds, we can close your checking account without prior notice for repeated overdrafts or for other misuse of the account such as check "kiting."

6. You agree that we may offset any negative balance that results from your over-drafting transactions, or from items you deposit that are returned unpaid/NSF, with the any other Credit Union shares in which you have an interest, unless prohibited by the law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

7. Every joint owner of the account is responsible for making up deficiencies in the account balance regardless of which owner's activity caused the deficiency. We have the right to automatically redeposit NSF drafts without notification to the parties. You waive protest and notice of dishonor for nonpayment of deposited returned items.

Stopping Payment on Checks

You can stop payment on any check drawn on your account before the check has been cleared for payment by notifying us orally and/or in writing. If your initial stop payment request is oral, you must follow it up with a written confirmation within fourteen (14) calendar days, or the stop payment request will lapse. Stop payment requests will be processed promptly, but the Credit Union will not be responsible for a check that we pay within the first 24 hours after your stop pay request. Written stop payment requests are valid for only 12 months but may be renewed for additional 12-month periods by giving written notice to the Credit Union within the period during which the



stop payment request is effective and paying any required fees.

1. For us to effectively stop payment, we need to know who wrote the check (called the “drawer”), the person or entity to whom the check was payable (called the “payee”), the account number, the date, the check number, and the exact amount of the check. Our computer will search for the check exclusively by the check number and dollar amount. It can read nothing else on the check. If the check number is wrong, or if the dollar amount varies by even one penny, we will not find the check and no stop payment will be made.

2. If we fail to carry out a timely stop pay, we will not be obligated to reimburse you if the check paid your valid obligation. If we do reimburse you, the claim for funds against the person who cashed the check will be assigned to us and you agree to cooperate in collecting the amount wrongfully paid to the payee of the stopped check. Our liability to you is limited to the amount of the improperly paid check.

3. Please see the Fee Schedule for fees applicable to stop pay requests.

Post-Dated Checks

Postdated checks may be cashed if presented by the payee before the date on the check. We will not be liable for the consequences of such early payment, unless you have given us separate notice (the date on the check alone is not sufficient notice) that the item is post-dated and identified the check to us by providing the same information that we require for stop payment requests, and you have paid the Post Dating Order Fee. Our responsibility for failing to carry out your instructions regarding a post-dated check is the same as if we paid a check over your stop payment order.

Availability of Funds for Check Writing

Non-cash deposits are made available only after the times specified in the Funds Availability Policy section of this Handbook. We consider these deposits uncollected funds until the hold period expires. Please postpone writing checks or attempting withdrawals against these funds, unless you intend to rely on your overdraft protection.

Lost or Stolen Checks

If your checks are lost or stolen, please tell us immediately. Call us at 800.358.8228. We recommend and reserve the right to require that you close your checking account and re-open it

with a new number. Even if you stop payment on a sequence of lost or stolen checks, people who obtain your checks can obtain new checks with your account and routing number on them. If you elect to keep your account open under the same number after your checks are lost or stolen, the Credit Union will not be responsible for unauthorized checks paid on your account unless they fall within a sequence of check numbers on which you have stopped payment.

Immediate Check Payment

Checks you write may clear within a matter of minutes or hours. You should be sure that you have available funds before writing checks. Do not assume that you can write a check and later make a deposit to cover it.

Prohibition on Pledging Funds

Funds deposited in Checking Accounts may not be pledged as security for a loan.

Closing Checking Accounts

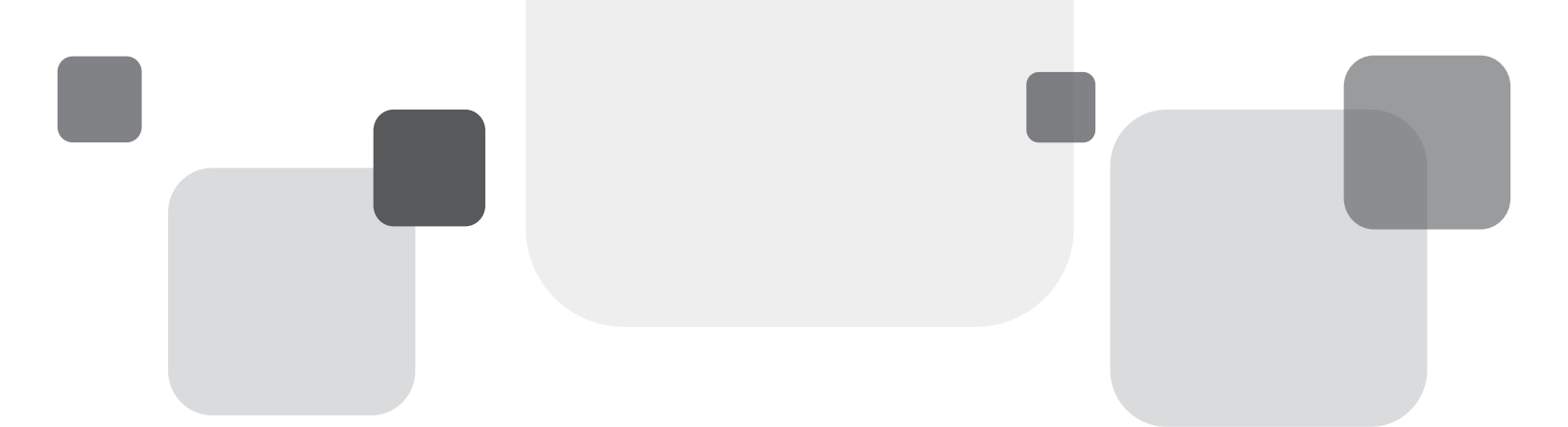
Unless you have a formal overdraft protection arrangement with us, we can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account such as check “kiting.” We can close your Checking Account at our option if there has been no activity on it for 90 days. We can close your Checking Account immediately if you fail to meet your obligations to us, you file for bankruptcy and we suffer a loss, or you fail to observe your obligations under any agreement you have with us. We have no obligation to continue to offer you a Checking Account if, in our opinion, you have not managed your Checking Account(s) in a responsible way.

Preauthorized Drafts

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your checking account number along with your routing and transit number and authorize them to use the information to debit your checking account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your checking account information to the payee is considered authorized by you, even though you have not signed a check.

ACH Re-Presentation of Returned Checks

Checks you write on insufficient funds may be re-presented by the payee for payment through the ACH (automated clearing-house) system if the payee notifies you of this possibility when



you write the check. Checks on which the signature is forged, altered checks, checks for over \$2,500, checks returned for reasons other than insufficient funds, or checks re-presented more than 180 days after their original date, are not eligible for ACH re-presentation.

ACH Conversion of Other Checks

Persons to whom you write checks may convert them to electronic fund transfers. This may occur when you write a check to a merchant (called a POP or point-of-purchase entry) or when you send a check to a creditor to pay a bill (called an ARC or accounts receivable entry). Creditors who convert your checks to ARC entries must permit you to opt out of such conversions.

SPECIAL SERVICES

Official Checks

If you obtain a check drawn on the Credit Union payable to someone other than yourself, the Credit Union is, under normal circumstances, guaranteeing the payment of the check and the check should be handled like cash. For that reason we will accept a stop pay request on a Credit Union Official Check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen or destroyed before you delivered it to the payee, you must sign the declaration. If the check was lost, stolen or destroyed after delivery to the payee, both you and the payee must sign the declaration.

If we receive the stop pay after the check has cleared, we will not be responsible for the loss.


We will not issue a replacement check or credit your account until 90 days after the issue date of an Official Check. If we issue a replacement before 90 days have passed, we may require that you purchase a Lost Instrument Bond at your expense. If after 90 days have passed and we issue a replacement check or re-credit your account, then we are discharged from further liability. If a holder in due course presents the original check after that time, you must pay the proceeds of the original check to the holder or the financial institution. You agree that if this happens, and you do not pay us the amount of the original check immediately upon our demand, we can deduct the amount of the original check from any Credit Union account in which you have an interest, and that if you do not have available funds for us to exercise our Right of Offset, our general rights to collect what you owe us will apply.

Wire Transfers

Wire transfer terms are different from other account agreements and terms. This section of the Handbook constitutes notice to all account owners of the rules regarding wire transfers. Wire transfers are governed by a separate Patelco Outgoing Wire Transfer Agreement. Wire transfers sent and received by the Credit Union are subject to the following terms:

We can make wire transfers from your share accounts and will carry out your written instructions. We will also receive wire transfers for you. Wire transfers are subject to the terms of Federal Reserve Regulation J, Regulation E, and Article 4A of the Uniform Commercial Code.

1. If we are receiving a wire transfer on your behalf, our responsibility is to carry out the terms specifically as transmitted by the sending financial institution, including any specific security procedure.
2. We will not be liable for damages to you or a third party if we carry out the written instructions in a reasonable manner.
3. We have a right to rely on any account or routing numbers furnished by you as sender or any numbers transmitted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in determining transit and routing numbers for institutions to which you wish to make wire transfers is provided as an accommodation only and accuracy is not guaranteed. You are responsible for the accuracy of names and routing, transit and account numbers on wire transfers you send.
4. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfer proceeds.
5. We will not be liable for indirect, consequential or punitive damages in the event that loss is sustained because we have failed to carry out instructions in a reasonable manner. Our liability is limited to the amount of the wire transfer.
6. Wire transfers will be reflected on your monthly statement. You agree to examine your statement promptly and notify us of any wire transfers errors within 14 days after the mailing date of the statement. If you do not notify us within 30 days



of the mailing date of the statement, we will not be liable for any claims, demands or expenses related to the error unless we are sending an international remittance on your behalf. See below for special rules about error resolution on international remittance transfers.

7. You agree that if we receive an erroneous wire transfer to your account, the sending party can reverse the transaction and the amount of the wire transfer will be deducted from your account. We will notify you if this happens. If a wire transfer you receive is reversed, you agree to immediately restore any resulting overdraft to your accounts upon our demand. If you do not do so, you agree that we can recover any overdraft amount from any Credit Union share account in which you have an interest. You further agree that our rights under Collection Costs above apply if we cannot recover what you owe by exercising our Right of Offset.

8. Unless we tell you otherwise, the cutoff time for wire transfers is 1pm PT for transfers within the US. Payment orders, cancellations, or amendments received after the cutoff time will be processed during the next business day we are open.

9. Once a wire transfer has been sent, it generally cannot be canceled.

10. Your wire transfer requests may be delayed if you give us erroneous information.

11. We can refuse to carry out a wire transfer request or change order if we have reason to believe that doing so will cause us a loss.

12. In sending wire transfers for you, we will follow security procedures for your protection before we send out the wire. You agree that these procedures are commercially reasonable methods of verifying wire orders. If you make your request in person, we may require photo identification. For all other requests we will call you back at a phone number in our records to confirm the request and authenticate your identity by asking you questions based on information collected from public records. To comply with Federal regulations, we may verify individual names and businesses contained in your wire instructions with government lists, like OFAC. For all wire transfer requests, we will require a signed authorization before the transfer is performed. If the wire transfer amount to a third

party exceeds \$500.00, the wire request must be made in person at any of our branches.

13. We will not be liable for damages to you or any third party that result from causes beyond our reasonable control (such as natural disasters or acts of war or terrorism) or from the acts or omissions of other institutions or parties involved in your wire transfers.

14. You acknowledge that you will be liable for any wire transfer payment order or communication amending or cancelling a wire transfer payment order whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed-upon security procedure.

Funds Availability Policy

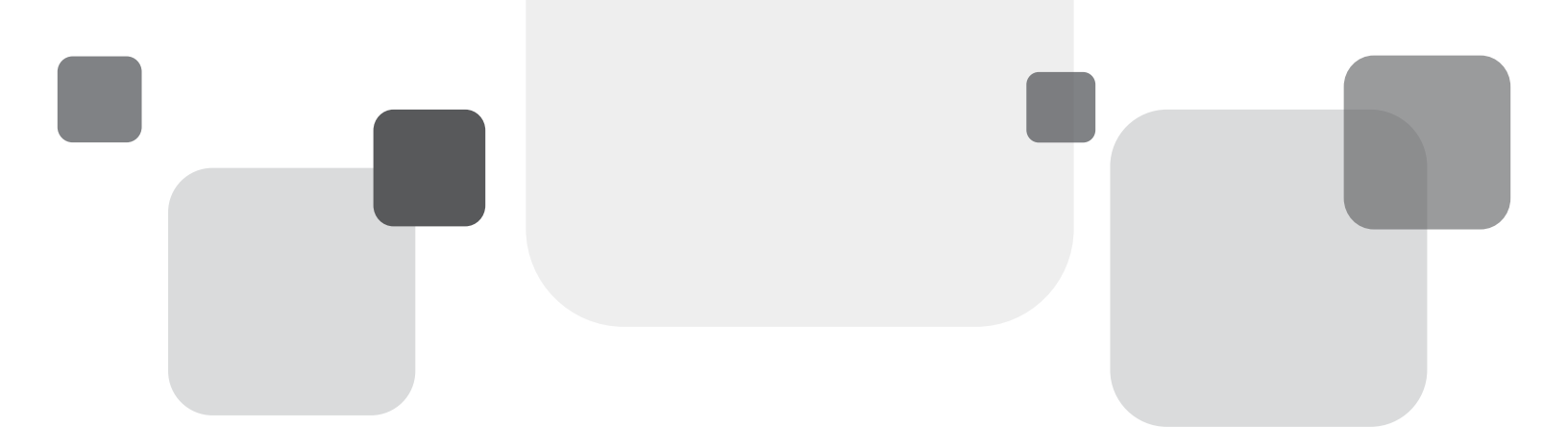
At a minimum, we provide funds availability based on federal regulation limits. We may make funds available at a higher limit than the federal regulation limit based upon the Credit Union's current funds availability schedule. Funds from all check deposits may be delayed. During the delay you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

Determining the Availability of Deposits

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sundays and federal holidays. If you make a deposit during the Credit Union's normal business hours on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit to an ATM after the Credit Union's normal business hours or on a day that we are not open, we will consider the deposit to have been made on the next business day that we are open. The length of the delay in availability varies depending on the type of deposit and is explained below. Further, checks deposited via Anywhere Deposit (remote deposit capture) are not considered received by us (deposited by you) until the day our Anywhere Deposit system indicates that we received them and we confirm that receipt to you.

Same-Day Availability

1. Funds from the following deposits are available on the same day we receive them: a) Electronic direct deposits; b) U.S. Treasury checks payable to you; c) Wire transfers; d) Checks drawn on Patelco Credit Union; and e) State and local government checks payable to you.



2. If you make the deposit in person to one of our employees, funds from the following deposits are also available the same day we receive them: a) Cash; b) Cashier's, teller's and certified checks that are payable to you; c) Federal Reserve Bank checks; d) Federal Home Loan Bank checks; and e) and U.S. postal money orders that are payable to you.

3. If you do not make the deposit of an item listed in (2) immediately above in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

Deposits at ATMs

The first \$200 deposited (cash or check) to any ATM will be counted as available funds immediately. Additional funds from the same deposit will be subject to the credit union's current funds availability schedule and may be delayed.

Other Check Deposits

In most cases the first \$300 from a deposit of checks will be available immediately. All remaining funds will be subject to the credit union's current funds availability schedule and may be delayed.

Longer Delays May Apply

We may choose to delay availability for a longer time. If we do, we will notify you in writing and tell you when the funds will be available. If you do not make your deposit in person to one of our employees, or we decide to impose the delay after you have left the premises, we will mail you the notice. If you need your funds right away, ask us when the deposit will be available. We can delay availability for any reasonable amount of time, generally not more than seven (7) business days, if:

- a. We reasonably believe a check you deposit will not be paid.
- b. You deposited more than \$5,525 worth of checks in one (1) day.
- c. You have overdrawn your account repeatedly in the last six (6) months.
- d. You redeposit a check that has been returned unpaid.
- e. There is an emergency, such as failure of communications equipment.

Location of Check Endorsements

Federal law requires all check endorsements to be in the first 1 1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check,

the side of the check just behind the address of the financial institution. You will be responsible for any costs or delays the Credit Union incurs because checks deposited to your account do not comply with the endorsement rules.

Special Rules for Remote Deposit Capture (Anywhere Deposit)

Funds from checks deposited via Remote Deposit Capture (cell phone or scanner images) will be made available according to the regulatory schedule described in the paragraph above entitled Other Check Deposits.

Check 21 and Substitute Checks

The Check Clearing for the 21st Century Act, otherwise known as Check 21, allows financial institutions to "truncate" clearing checks by creating an electronic image of a check rather than using the original paper check. The electronic image is called a "substitute check." The substitute check includes the front and back of the original check and the legend, "This is a legal copy of your check. You can use it the same way you would use the original check."

If you request original check copies, you may receive a substitute check instead of a copy of the original check. For more information call us toll-free at 800.358.8228.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE Introduction/Scope of Services

Electronic Funds Transfers (EFTs) are payments to, or withdrawals from, your accounts that are started electronically. This agreement applies to transactions initiated with (1) CALL-24 Touch-Tone Home Banking; (2) ATMs (automatic teller machines); (3) Point-of-Sale (POS) terminals, (4) use of Patelco Debit Card at participating merchants and (6) transfers into and out of your accounts via Automated Clearing House (ACH) such as pension payments by direct deposit, payroll deduction, automatic payment of regular bills, electronic checks (checks converted to ACH transfers), and Anywhere Deposit items we submit through the ACH system. You will receive a separate agreement governing Online Banking, Including Bill Pay and Mobile Banking, when you enroll in Mobile Banking. All EFTs are subject to the terms governing the Credit Union Accounts you access electronically.

Terms Applicable to All EFTs

To qualify for EFTs, you must be a Credit Union Member in good standing, and your checking account history with the Credit Union and other institutions must be satisfactory. To qualify for a Patelco Debit Card, you must have a Credit Union checking account.

Security of Your Accounts

You can't use an ATM Card or Patelco Debit Card at an ATM or point-of-sale terminal without keying your PIN into the ATM or terminal after inserting your Card into the machine. A randomly selected PIN will be given to you when you request an ATM Card or Patelco Debit Card.

You can't use CALL-24 Touch-Tone Home Banking or Online Banking without your PIN. We will issue a random PIN to you when you sign up for CALL-24 Touch-Tone Home Banking or Online Banking. You can customize your PIN by following the instructions on the CALL-24 Touch-Tone Home Banking system or Online Banking.

To keep your PINs secret, please follow these simple rules. Memorize them, just as you learn frequently-called telephone numbers. Do not keep written records of your PINs. If you must write your PINs down, do so in a way that they will not be recognized as PINs, and do not write them on your ATM Card or Patelco Debit Card or near the telephone or computer in your home or office. Don't let anyone use your ATM Card or Patelco Debit Card or watch you key in your PINs. If you suspect that any unauthorized person has obtained a PIN of yours, contact the Credit Union immediately and request that your old PIN be canceled and a new PIN be issued. Remember that a PIN is not required to use a Patelco Debit Card for signature transactions. Treat your Patelco Debit Card as carefully as you treat cash.

Consent to Terms

YOU CONSENT TO THE TERMS OF THIS AGREEMENT BY REQUESTING, KEEPING, SIGNING, USING, OR ALLOWING OTHERS TO USE, ANY EFT ACCESS DEVICE (SUCH AS AN ATM CARD, PATELCO DEBIT CARD, CALL-24 TOUCH-TONE HOME BANKING OR ONLINE BANKING- INCLUDING MOBILE BANKING) OR BY USING ONLINE BANKING TO TRANSMIT A DEPOSIT WITH ANYWHERE DEPOSIT THAT WE THEN CONVERT TO AN ACH ITEM. You continue to be bound for all transactions resulting from the use of EFT devices until you give us written notice to deactivate the device and, if it is a physical device such as a plastic card, return it to us.

Fees

Any fees that apply to use of EFTs are shown on the Fee Schedule (for example, fees for ACH transfer stop payment requests are under "Stop Payments"). In addition, certain possible fees are described below in general terms.

Responsibility for Transactions

1. If you authorize us to issue a duplicate ATM Card or Debit Card to someone, or if you give your Card or PIN to another person, you are authorizing that person to withdraw funds and perform other transactions on your accounts covered by this agreement, regardless of any limits to which you and the authorized user have agreed. This rule also applies to any other EFT service that may become available in the future.
2. Any person who is a Signer on an account accessed by authorized Patelco EFT devices, applies for a Patelco ATM Card, Debit Card, or PIN, signs an ATM Card or Patelco Debit Card, or uses an EFT device for transactions, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.
3. You are also obligated to repay any charges resulting from the use of any EFT device by another person with your express or implied permission, whether or not the person stays within the limits of use you set for them. We are not subject to agreements between you and other people limiting their use of your EFT devices.
4. Any persons who use an EFT device are also obligated to repay the Credit Union for all charges incurred because of their use of the access device.
5. You understand and agree that if you or anyone you authorize to use an EFT device gives conflicting instructions on an electronic keypad (such as a computer or ATM keypad) and a deposit slip or other written instruction, the Credit Union will follow the instructions given on the electronic keypad.
6. You agree that if you or anyone acting with you uses an EFT device with fraudulent intent, we consider that transaction to have been authorized by you.
7. All EFTs are subject to Credit Union verification.



Documentation of Transactions

Each time you use an ATM Card or Debit Card at an ATM, you will receive an acknowledgment receipt describing the transaction, unless you elect not to get a receipt or you are notified before you complete the transaction that receipts are unavailable. You will also get a receipt when you use your Card at a Point of Sale terminal or, if you have a Debit Card, if you use it for a signature transaction. Keep these receipts to update your records and verify your monthly statements on which these transactions will also appear. CALL-24 Touch-Tone Home Banking and Online Banking transactions are reflected only on your monthly statement. If you have Online Banking, you will be able to review your account status at any time; this also applies to Mobile Banking.

Excess Withdrawals

Withdrawals or transfers must be backed with actual available funds in your Credit Union Checking or Regular Savings Accounts. If you have established an Overdraft Protection Plan on your Checking Account, we will transfer funds from your designated overdraft protection account source or make a loan advance sufficient to cover any negative Checking Account balance due to EFT withdrawals up to your available account balance or credit limit, depending on the overdraft protection source(s) you have. Overdraft protection is only available on Checking Accounts, even though Money Market accounts may have limited check-writing privileges. Remember that Savings and Money Market Accounts designated as overdraft protection sources are subject to a limit of six overdraft transfers per month. If you have more than one authorized overdraft protection source, we will have discretion as to the order in which sources will be accessed to cover overdrafts. Unless you have authorized overdraft protection, it will be at the Credit Union's discretion whether to cover an EFT that would result in an overdraft on a Checking Account. We will not honor ATM cash withdrawals or Online Bill Payments against insufficient funds when you do not have an Overdraft Protection Plan with available funds or credit. We will honor everyday debit card purchases against insufficient funds when you do not have an Overdraft Protection Plan at our discretion only if you have opted in to that service. It is your responsibility not to attempt to withdraw cash against deposits that have not yet cleared in the time permitted by the law and Credit Union procedures. In rare cases, system malfunction may result in your being able to electronically withdraw funds from a Checking or other account that does not have sufficient funds to cover the transaction and


on which you do not have overdraft protection. If this happens, you are responsible for restoring any amount by which your account is overdrawn. If this happens, you are responsible for restoring any amount by which your account is overdrawn, and you will be subject to our Extended Overdraft Fee. See fee schedule. See Overdrafts in the Checking Account Terms section of this Handbook for more information.

Incoming Transfers

Patelco's online banking service includes the ability to transfer funds between Patelco accounts and external accounts. This addendum explains the terms and conditions for transfers from an external account to an eligible account held by us, initiated by Patelco based on instructions provided by you to us using online banking. Eligible Patelco accounts include savings accounts, checking accounts, Money Market Select Accounts, and loans. We reserve the right to determine eligibility and to restrict categories of external accounts from which incoming transfers may be made, at our sole discretion. To initiate an incoming transfer, both the external account and the receiving Patelco account must be accounts in which you are an account holder or a joint account holder.

Transfers from external accounts are subject to certain daily and monthly limits, determined by internal Patelco criteria. Applicable limit(s) may be displayed and/or applied at time of transfer or attempted transfer.

Requests for transfers between an external account and an eligible deposit account held by us that we receive before the cutoff time of 3pm PT on any business day will begin processing on the same day. Transfers from an external account will be deducted from that account within two to three (2-3) business days from the initiation date. The deposit will be reflected in your Patelco account within two to three (2-3) business days from the initiation date. Transfers from external accounts are subject to the processing times of the financial institution holding your external account. Instructions for transfers from external accounts that we receive before the cutoff time on a business day will be sent to the holder of your external account on the same day for processing. You may cancel the instructions entered via online banking, as previously described, if entered before the cutoff time or before the transfer is processed, as applicable. External transfers already in progress cannot be cancelled or stopped.



Transfer instructions relating to external accounts and transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Handbook and of the National Automated Clearing House Association (“NACHA”) and of the applicable automated clearing house (collectively, the “Rules”), and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or loan account held by us (or to your external account, in the event of a chargeback) shall be provisional until such credit has been finally settled by us or the third-party institution that holds your external account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the transfer to or from account (as applicable), or to any other of your accounts, or we may claim a refund from you.

Loan Payments via Online Banking: Patelco’s online banking service includes the ability to transfer funds from a Patelco account or from an external account to an eligible loan account held by us, for the purposes of making payment on that loan. Eligible loans include all loans in good standing. We reserve the right to determine eligibility and to restrict categories of such loans at our sole discretion. Online banking services may also include the ability to transfer funds out of Patelco to external accounts and/or external payees for the purposes of making a payment on a loan not held by Patelco.

General Terms Applicable to Payments: You authorize us to remove funds from your designated Patelco account for all payments that you initiate, and you agree to have sufficient available funds for each payment you schedule. Please note that if you have Patelco Overdraft Protection (ODP) for your designated pay from account, the available balance in the account that you use for overdraft protection may be included in the determination of available funds for the ACH transfer service. If the available balance in your pay from Patelco account is insufficient to cover a current payment through the ACH transfer service, we will not retry the ACH entry and it will be immediately rejected. In case of a payment dated in the future, if the available balance in your pay from account is not sufficient on the send on or payment date, we may reject the request or al-

ternately may accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). You agree that we may, at our option, follow your instruction to make payments to a payee, even though a charge to or a debit from your pay from account may cause you to exceed credit limit or bring about or increase an overdraft to your pay from account, and that we may charge any other of your accounts for the amount of the resulting overdraft, if any.

We are not responsible for any charges imposed, or any other action, by a payee resulting from a late payment, including any applicable finance charges and/or late fees unless we cause processing delays that cause your payment to be late.

Payments to Patelco Loans or Credit Accounts: Payments to a Patelco loan or credit account from an account held by us may be made in amounts up to the available balance in your pay from account (plus any available balance in any associated overdraft protection account) per day.

For payments to Patelco mortgage or automobile loan accounts, only business days may be chosen as payment dates for Patelco mortgage or automobile loan account payments. Instructions must be received by us prior to the cutoff time to receive credit on that same business day; instructions received on any non-business day or after the cutoff time on any business day will be processed on the next business day. (Business days are defined in the next addendum section.)

For payments on Patelco Home Equity Line of Credit or personal loan or Signature Line of Credit accounts, same day payments using a Patelco deposit account made before the cutoff time on any day will be credited the date the payment is submitted. However, only business days may be chosen as payment dates for future dated payments or any payments made with non-Patelco deposit accounts, and those instructions must be received by us before the cutoff time to receive credit that same business day. Any instructions for future dated payments and/or payments from non-Patelco deposit accounts that are received on any non-business day or after the cutoff time on any business day will be processed on the next business day.

UNAUTHORIZED TRANSACTIONS — ALL EFTs Your Liability for Unauthorized Use

Tell us AT ONCE if you believe that your ATM Card, Patelco Debit Card or PIN (including any PIN required for Online Banking or Mobile Banking), has been lost or stolen or otherwise made available to an unauthorized person, if an EFT has been made without your permission using information from your check or that someone has transferred or may transfer money from your account without your permission. Call us at 800.358.8228 or tell a Credit Union staff member. You can also write us at Patelco Credit Union, Attn: EFT Department, PO Box 2227, Merced, CA 95344-0227, but telephoning or visiting us in person is the best way to keep losses down. In addition, if your Patelco Credit Card is lost or stolen, you must call 800.358.8228 to block its access to ATMs. You could lose all the money in your account, plus your maximum overdraft line of credit if you fail to promptly report unauthorized ATM Card, CALL- 24 Touch-Tone Home Banking, or Online Banking, or certain unauthorized use of your Debit Card.

If you believe your ATM Card, your Debit Card or your PIN has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50, if someone used your Card and/or PIN without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the loss or the theft of your Card and/or the loss, theft, or other unauthorized dissemination of your PIN, and we can prove we could have stopped someone from using your Card and/or PIN and/or password without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. That means you could lose all the money in your account plus your maximum overdraft line of credit.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If unauthorized use is made of your Debit Card, your liability is limited to that indicated in the separate Special Debit Card Terms section below.

If the member is negligent in reporting the unauthorized use or loss of card within a reasonable period, we may choose to cancel the account, and/or not re-issue the card.

Authorized Users

Please remember, any person who receives an additional ATM Card or Debit Card at your request, or to whom you give your Card and/or PIN, or whom you permit (either by express or implied permission) to use your PIN or Card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with the ATM Card, Patelco Debit Card or PIN. The only way you can stop an authorized user from withdrawing funds from your accounts is to notify us to cancel your EFT device. You remain liable for any authorized use of your EFT devices that occurs before you tell the Credit Union to cancel them.

Credit Union Liability

If we do not properly complete a transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

1. We will not be liable, if:
 - a. through no fault of ours, your account does not contain enough money, or you don't have available credit, to make the transaction;
 - b. the ATM where you are making the transaction does not have enough cash;
 - c. the equipment was not working properly and you knew about the breakdown when you started the transaction;
 - d. the money in your account is subject to legal process or other claim;
 - e. your ATM Card, Debit Card or PIN has been reported lost, stolen or missing and we have blocked the account;
 - f. circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or
 - g. we reasonably believe an attempted transaction is illegal and block it for that reason; or
 - h. there are other lawful exceptions established by us and you are given proper advance notice of them.
2. In no event will the Credit Union be liable for consequential, indirect costs or damages or for punitive damages. Our liability is limited to the amount of the transaction.
3. The Credit Union will carry out instructions given to us electronically, whether through the ATM, CALL-24 Touch-Tone Home Banking, Online Banking (including Bill Pay and Mobile Banking), or a Point of Sale terminal, or in writing such as through a preauthorized transfer instruction or Debit Card

signature transaction. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save the Credit Union harmless from all costs, claims, damage, or liability that we sustain as a result of carrying out in a reasonable manner instructions received from you or any authorized user through an ATM, POS terminal, signature transaction, Online Banking, or any other EFT service that becomes available in the future.

4. The Credit Union may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of its Members. However, ATM sites are not subject to our control. You assume the risk of using them since the Credit Union does not in any way warrant the security or safety of any location. The Credit Union is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of the Credit Union regarding your use of ATMs. The Credit Union will not be liable for consequential damage that you claim results from our failure to complete a transaction.

5. Security: Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Have any necessary deposit voucher filled out before you arrive at the ATM. Put your money away and leave the site as soon as you have completed the transaction. Don't key your PIN into the machine when someone is in a position to see the number. Retain all transaction receipts and enter them in your records. Promptly verify all transactions against your periodic statement and report any apparent discrepancies to us.

Change in Terms - Cancellation

1. The Credit Union may change the terms of the EFT section of this Handbook, including the types of EFTs available, by mailing or delivering a written notice or amended Handbook to you at your last known address on our records for the account. If you agree to receive disclosures from us electronically, the notice may be delivered to you via email. When we change the terms of EFTs, we will give you advance written notice required by law. You agree that we may immediately terminate your EFT services without prior notice if any of the following occur: (a) you (or any authorized user of your ATM Card, Debit Card, or PIN) breach this or any other agreement between us (including loan agreements); (b) we have reason to believe that there has been or may be an unauthorized use of your ATM Card, Debit Card or PIN; (c) there are conflicting claims to the funds; (d) you or any authorized signer on your account requests us to do so; (e) it is

reasonably necessary to protect the security of the Credit Union or your accounts; (f) you deposit non-negotiable items at ATMs; or (g) you withdraw funds at a time when funds are not available in your Credit Union accounts accessed via EFT and you do not have an available source of overdraft protection.

2. Your ATM Card and Patelco Debit Card are the property of the Credit Union and you agree to return them to us upon request.

3. We can cancel your ATM Card or Debit/Debit Card or Credit Card or refuse to issue a new Card if the Card has had no activity in the last six months.

4. We can refuse to replace an ATM or Debit Card or block access to other EFT services if, in our reasonable judgment, your repeated negligence in handling an access device has caused Patelco losses.

Delayed Availability of Deposits

Availability of funds deposited at ATMs may be delayed. Please refer to the Funds Availability Policy section above. You are responsible for not attempting to use EFT devices to withdraw funds before they become available. Reference to the Funds Availability Policy will help you comply with this rule.

Additional Terms

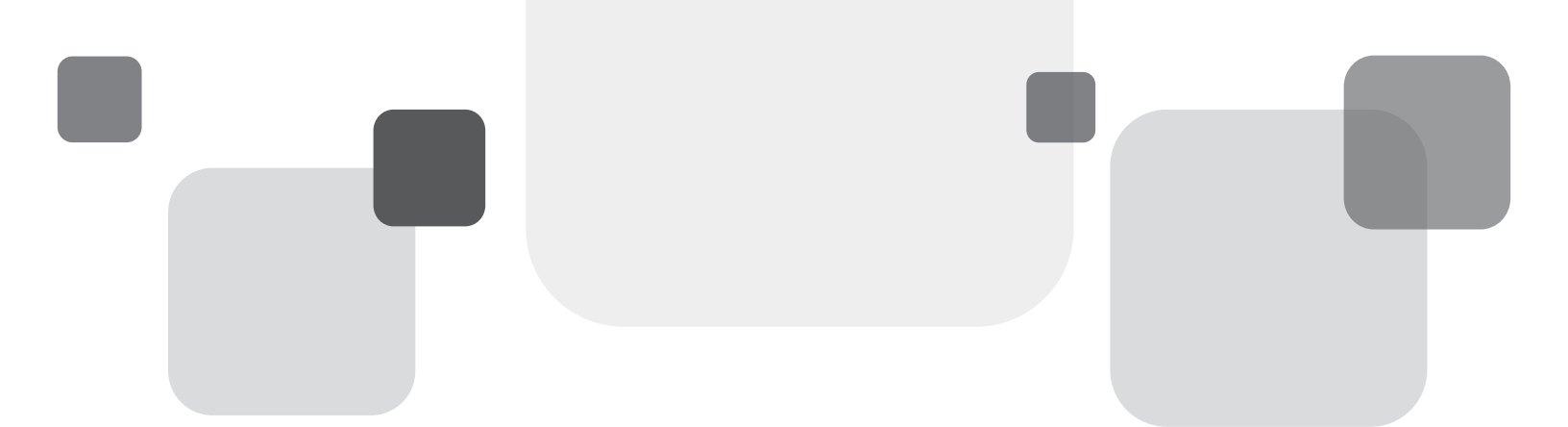
1. If an ATM is unable to complete a transaction because of the failure to key in the proper PIN, for your protection the ATM Card or Patelco Debit Card may be retained by the ATM.

2. Business days are Monday through Friday. The Credit Union may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this disclosure.

3. If your use of EFT services results in your becoming indebted to the Credit Union, and you do not pay what you owe us, you agree that Your Consent to Our Right of Offset and our right to recover Collection Costs, as explained above in this Handbook, will apply.

In Case of Errors or Questions About Your Electronic Transfers

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, call us at 800.358.8228 or write to us at Patelco Credit Union, Attn: EFT Card Services, PO Box 2227, Merced, CA 95344-0227. Please tell us (a) your name, (b) your account number, (c) the date of the questioned transaction, (d) the amount of the questioned



transaction, (e) the type of the questioned transaction and (f) why you believe there is an error. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. 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 tell you the results of our investigation within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) business days for Point-of-Sale (POS) transactions, transactions involving foreign countries, or new accounts) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Patelco Debit Card, and your account is not a new account, we will provisionally re-credit your account within five (5) business days. A “new account” is one open thirty days or less. 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 re-credit your account. We will send you a written explanation of the results of our investigation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we decide to reverse a provisional credit, we will notify you, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts.

CALL-24 TOUCH-TONE HOME BANKING

CALL-24 lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. We will give you instructions on how to change your password and conduct transactions on your account by phone.

Available CALL-24 Services

By keying in your PIN and the proper command on a touch-tone phone, you will be able to complete routine transactions such as account transfers, loan payment transfers, withdrawals or loan advances (in the form of a check payable to you and mailed to you at your address in our records), and balance inquiries. The CALL-24 menu will tell you all available services. Generally, CALL-24 Touch-Tone Home Banking is available seven days a week, twenty-four hours a day. The only time you will not be able to access your account is during computer system maintenance.

Limitations on CALL-24 Touch-Tone Home Banking Use

All transactions are limited to available funds in your accounts plus any overdraft protection you may have available on Checking Accounts. CALL-24 Touch-Tone Home Banking transfers out of your non-transaction accounts are limited by federal regulation to six per month. See the Deposits and Withdrawals section of this Handbook for information on which accounts are non-transaction.

CALL-24 Cross-Account transfers are available only if you have completed a CALL-24 Cross Account Access Application and agree to the terms and conditions of the agreement included in the Application. All accounts accessed by Cross-Account Access must have the same owners. All owners of affected accounts must sign the Application to authorize Cross-Account Access.

PLASTIC CARD EFT ACCESS

Available ATM Services

You can use your PIN and a Patelco ATM Card, Patelco Debit Card, or Patelco Credit Card to (a) make deposits to your accounts at select ATMs, (b) withdraw cash up to the lesser of your available balance or the daily limit, which may be up to \$500 per day from your Regular Savings or Checking Accounts, (c) transfer funds, (d) obtain cash advances from designated open-end lines of credit you have (if so disclosed in the applicable loan agreement), and (e) make balance inquiries. ATM service is generally available 24 hours a day, seven days a week, but systems may need to be shut down for maintenance from time to time. Cash advances from credit card lines of credit are subject to a cash advance fee (see the Fee Schedule). Your daily limit may be less than \$500 based on the type of card issued to you and will be disclosed to you in writing at the time your card is issued.

Fees for ATM and Debit Card Services

Transactions made at ATMs that we do not own or operate (called "Foreign ATMs") are subject to a fee (see the Fee Schedule).

If you use an ATM that we do not own or operate, the ATM owner or ATM network may also charge a surcharge fee. The surcharge fee must be disclosed to you on the ATM screen before you complete your transaction. You will have an opportunity to cancel the transaction before the surcharge fee is charged.

Patelco charges no fee for point-of-sale transactions. The merchant may assess a fee, which must be disclosed to you before you complete the transaction.

You will be charged an ATM Deposit Adjustment fee when you do not indicate the exact deposit amount on deposits made through the ATM (see the Fee Schedule).

Available POS Services (PIN-Based)

You can use Patelco ATM and Debit Cards with your PIN at merchant Point-of-Sale (POS) terminals on the INTERLINK network to pay for goods or services and obtain extra cash from your checking account. Your total combined purchase and cash from POS terminals with your PIN cannot exceed \$500 per day, and may be less based on your card's daily limit. POS transactions will be deducted from your Checking Account only.

Available Transactions at Financial Institutions

You can present your ATM Card or Patelco ATM and Debit Card and PIN at Patelco offices and at CU Service Centers to make the transactions listed in the Credit Union Service Centers section above.

Available Debit Card Merchant Transactions (Signature-Based)

You can use your Patelco Debit Card to access your Checking Account to purchase goods and services and obtain cash from participating merchants on signature-based transactions, up to the lesser of the available balance in your Checking Account or \$5,000 per day.

Daily Limits on Debit Card Transactions

PIN-based transactions are limited to \$500 purchased or withdrawn per day, or less if your card has a lower daily limit.

Signature-based transactions are limited to \$5,000 purchased or withdrawn per day. The total of all combined ATM and debit card transaction, including PIN-based and signature-based transactions, is limited to \$5,000 purchased or withdrawn per day.

Special Terms Applicable to the Debit Card

A Patelco Debit Card bears the Mastercard® logo, but it is not a Credit Card. A Patelco Debit Card enables you or anyone you authorize to use the Patelco Debit Card to order us to make payments from your Credit Union Checking Account without writing a check. Use of the Patelco Debit Card authorizes us to charge your Checking Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your account. There is no deferred payment as there is with a Credit Card.

Effect of Use on Available Checking Account Balance

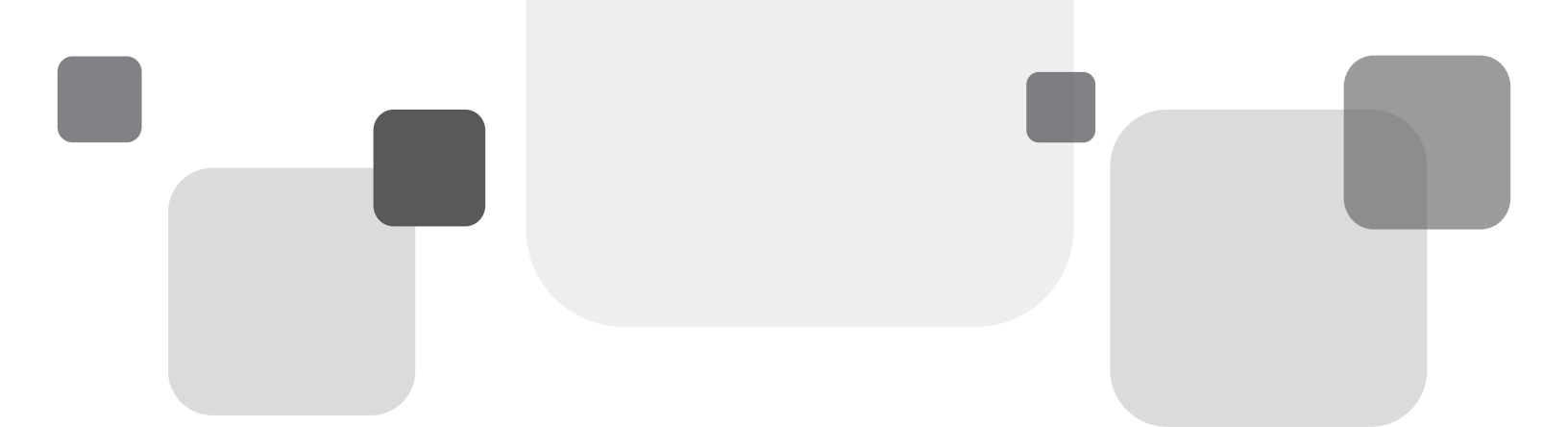
Your Checking Account will usually be debited within three business days after the date you use the Debit Card for a purchase or cash withdrawal. However, the amount of such transactions will be held from available funds from the date of the transaction until the end of the hold period, and will not be available for any other use.

Acceptance Problems

Although you have sufficient funds in your Checking Account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution or other entity that honors the Debit Card will not be able to determine your actual balance. The Credit Union will not be liable for the refusal or inability of any such ATMs or entities to allow you to use your Debit Card or for their retention of your Debit Card.

Checking Account Terms Apply to Debit Card

Use of the Debit Card will be treated as though it were a check and will also be governed by the Checking Account terms in this Handbook (including any Overdraft Protection Plan you have available and any Discretionary Overdraft Services we make available at our option), except that (a) we may charge withdrawals to the Checking Account in any order we determine consistent with the law, and if funds are not sufficient



to cover all withdrawals, we may pay Debit Card withdrawals and dishonor regular checks, or vice versa, and (b) we cannot honor stop payment requests on Debit Card transactions. We can charge withdrawals on checking accounts in any order we select consistent with applicable law. If funds are not sufficient to cover all debits, we may pay Debit Card debits and decline or use available overdraft protection to cover other debit transactions, or we may pay other debit transactions and decline or use available overdraft protection to cover Debit Card transactions.

Debit Card Non-Sufficient Funds (NSF) Protection

Debit Card Non-Sufficient Funds (NSF) Protection is part of our Discretionary Overdraft Services and allows Patelco, at our sole discretion, to authorize debit card purchase requests at a store, online, or by telephone even if you do not have the funds available in your Checking Account (or in a linked Overdraft Protection Plan account) to cover the transaction. We may decline your overdrafting Debit Card purchases unless you request (opt in to) Debit Card Non-Sufficient Funds (NSF) Protection. Even if you opt in, we may still decline your overdrafting request. Even if you do not opt-in, we may still pay the request, but we will not assess any fee for doing so.

A per-use Debit Card Non-Sufficient Funds (NSF) Protection fee is assessed under this purchase protection plan. See the Fee Schedule for the current fee. We will charge you the fee each time we pay a Debit Card Non-Sufficient Funds (NSF) transaction. However, if a transaction takes your account negative by \$25 or less, we will not assess the fee. Additionally, no fee will be charged if you deposit funds sufficient to bring your account current by 5pm PT the same day.

Debit Card Merchant Dispute Rights

Mastercard operating rules give you certain rights to dispute merchant transactions. You must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify us at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant.

We will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally

re-credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (20 business days for new accounts). It may take up to 45 days (90 days for point-of-sale transactions including signature transactions, foreign transactions, or new accounts) to make a determination. If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination.

If Mastercard operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. Your rights to dispute merchant transactions through us are limited to those provided by Mastercard's operating rules.

Foreign Debit Card Transactions


For Debit Card withdrawals and purchases in a foreign currency or foreign country, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard Worldwide from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, for each foreign country or foreign currency transaction, a fee of 1% of the transaction amount will be deducted from the Patelco account from which the payment is made.

Merchant Credits

Merchants and others who honor the Debit Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your Checking Account for that amount.

Liability for Unauthorized Use of the Debit Card

You agree to notify us at once of the loss, theft or other actual or possible unauthorized use of your Debit Card PIN. In general, your potential liability for signature transactions initiated with the Debit Card is zero under Mastercard operating rules. However, for both signature-based and PIN-based transactions,



sif you are grossly negligent in handling your Debit Card or reporting its loss or theft, your liability for unauthorized use of the Debit Card may be up to \$50 under California law. In addition, for both signature-based and PIN-based transactions, if you fail to report the unauthorized use of your Debit Card within sixty (60) days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred sixty or more days after the mailing or electronic delivery date of the first statement, including any maximum credit limit accessed for overdraft protection. If a good reason, such as a long trip or hospital stay, kept you from reporting the loss or theft of your Card or unauthorized activity that appeared on your statement, the reporting period may be extended. As a member-owner of the Credit Union, you should know that it benefits all members if losses that the Credit Union absorbs on unauthorized Card use claims are kept to a minimum.

You agree to cooperate in our investigation of the circumstances surrounding the unauthorized use of your Card.

Right to Deny Debit Card Transaction Requests

Debit Card fraud presents a risk of loss to the Credit Union. To protect all Members of the Credit Union, we may from time to time block the purchase availability of the Debit Card. If you will be traveling or plan to make a large or unusual purchase with your Debit Card, you can reduce the possibility that your purchase access will be blocked by notifying us in advance. Please call 800.358.8228 or use Online Banking to message the Credit Union.

Additional Limitations on Debit Card EFT Transactions

In addition to the daily limits indicated above, individual merchants and ATMs may limit the amount of purchases or withdrawals you can make in a day. All transactions are limited to the available balance in the account accessed plus any overdraft protection that may be available on Checking Accounts. Do not deposit coins into the ATM. Do not deposit any non-negotiable items into the ATM.

Plastic Credit Cards

Please see your credit card agreement and disclosure for information on using your Patelco Credit Cards at ATMs, to obtain cash advances on your Credit Cards at financial

institutions, and for merchant transactions.

AUTOMATED CLEARINGHOUSE (ACH) SERVICES

ACH transfers are regular automatic deposits into your account, such as direct deposit of your payroll or retirement benefits, and regular automatic payments out of your account, such as transfers to pay health club dues. ACH transfers will occur only if you authorize the originating company in writing. You agree to the additional agreement and disclosures specified in the separate ACH form.

If you want Patelco to initiate preauthorized transfers that will debit (withdraw funds from) an account at another financial institution, you must be an owner of the account that will be subject to withdrawal.

Your only documentation of the transfer will be an entry on your periodic statement. If you want to confirm that an ACH payment was made or an ACH deposit received, you can call the Credit Union at 800.358.8228 or use Online Banking.

Available ACH Services

ACH may be used to make deposits, to make loan payments, and to pay bills on dates and in amounts that you specify.

Preauthorized Debits (Withdrawals)

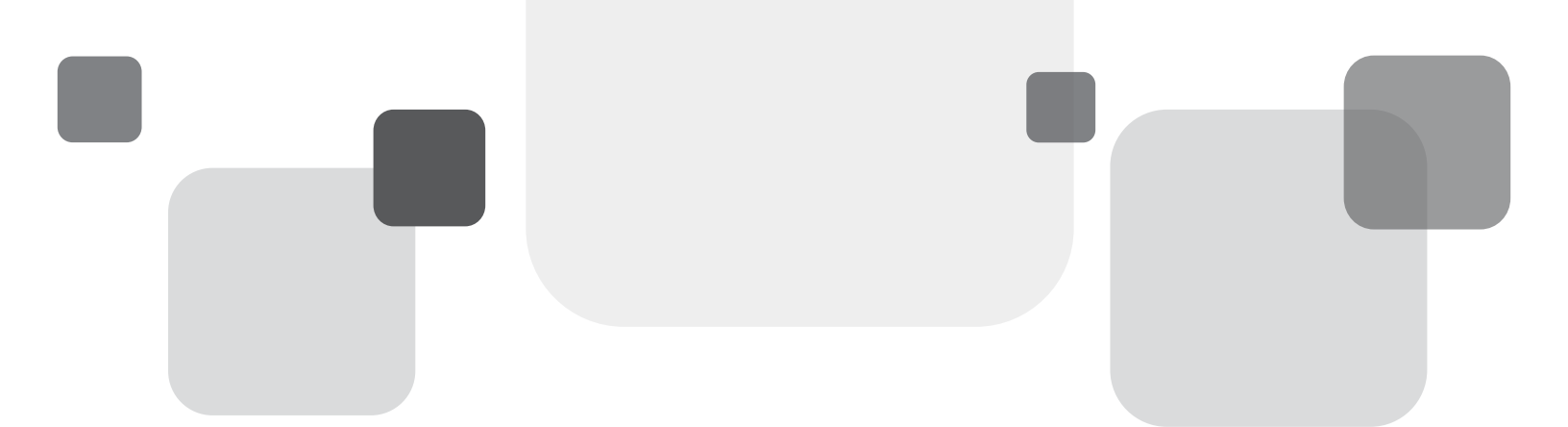
You may arrange with Patelco and other third parties in advance to have regular preauthorized electronic payments, such as mortgage payments or insurance premiums withdrawn from your account. If transfer date falls on a weekend or a holiday, the transfer will take place on the prior business day.

If you have authorized Patelco to initiate debits from your account at another institution, and debits are returned for the second time, we will cancel your authorization.

For all preauthorized debits that you ask us to originate outside of using online banking, we will require a completed and signed authorization form. For all preauthorization debits that you ask us to originate through online banking, you will be required to agree to certain conditions, which we will display to you inside online banking.

Preauthorized Credits (Deposits)

Upon instruction of your employer, the Treasury Department,



or other financial institution, the Credit Union will accept direct deposits of your paychecks or of Federal recurring payments, such as Social Security or funds transfers to your Patelco account.

For all preauthorized credits that you ask us to originate, we will require a completed and signed authorization form. If you have authorized Patelco to initiate transfers to your account at another institution from your Patelco account and these are returned, we may cancel your authorization.

Limitations on ACH Services

For deposits to your Patelco account or to pay a Patelco loan, the payer (the person or entity that pays you money) must offer direct deposit or the external financial institution from which the deposits are made must offer ACH services. For payments to creditors, the creditor (the person or entity to whom you pay money) must accept payments via ACH transfer, and for ACH transfers to external accounts, the receiving depository financial institution must accept ACH transfers. ACH transactions out of your non-transactional accounts at Patelco (i.e. savings accounts, selected non-transactional share accounts, Money Market Accounts or other non-transactional accounts) are limited to six per month (see Deposits and Withdrawals sections above for further information). Patelco does not offer international outgoing ACH payments.

Except for transactions that are processed immediately, Patelco can process ACH transfers initiated at Patelco on the same business day of your request if your request is made before 3pm PT. If your request is not made by 3pm PT, we will process your ACH request on the following business day.

It is your sole responsibility to schedule recurring payments to third parties to avoid late charges, fees, and other consequences of failing to pay a bill on its due date. Under no circumstances will we be liable for any late charges, penalties or losses of any kind if we are unable to complete any payments and/or transfers initiated in a timely manner because of the existence of any one or more of the following circumstances:

- a. You do not obtain confirmation at the time you initiate a payment and/or transfer.
- b. The designated account does not contain sufficient funds to complete the payment and/or transfer.
- c. You have closed the designated account.

d. We have identified you as a credit risk and have chosen to (i) make all payments and/or transfers initiated by you via the ACH services utilizing a paper, as opposed to electronic, method, or (ii) to terminate your ACH transfer services.

e. You have not provided us with the correct information for third parties to whom you wish to direct payment or accounts to which you wish to make a transfer.

f. The third-party recipient of the ACH transfer mishandles or delays handling payments sent by us.

g. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

Right to Stop ACH Payments

If you have preauthorized ACH payments out of your account, you can stop any of these payments by calling the Credit Union at 800.358.8228, or by writing to Patelco Credit Union, 3 Park Place, Dublin, CA 94568, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We may also require you to complete Patelco's ACH Stop Payment Form and deliver to us within fourteen (14) calendar days. If you fail to confirm your oral request, it may lapse. We will charge you a fee for each stop payment order you give us as set forth in the Rate and Fee Schedule.

This stop payment request for an ACH payment/debit may be for one-time only or for an indefinite period of time. To stop all future payments, it is your responsibility to contact the originator or the third party that you initially authorized. The stop payment order will remain in effect: 1.) until payment of the entry has been stopped (for one-time requests), or 2.) until you withdraw the stop payment order in writing, whichever occurs first. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual damages, not to exceed the amount of the payment.

Notice of Payments in Varying Amounts

If your regular payments vary in amount, the person you are going to pay is responsible for notifying you of the amount at least ten days in advance of the scheduled payment date. You may elect to receive this notice only when the payment amount will vary by more than a specified amount from the previous payment, or when the amount would fall outside certain limits you set.

Credits, Corrections and Payment Revocations

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, the Credit Union is not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

If an ACH transfer is made into your account in error (if, for example, your employer inadvertently makes a double direct deposit of your net pay) you agree that we can reverse the erroneous transfer into your accounts without giving you advance notice. We will, however, tell you after the fact

if such a correction is made. If reversal of an erroneous ACH deposit to your account results in an overdraft, you agree to immediately restore the account to a positive balance after receiving our written demand. If you do not do so, you agree that Your Consent to Our Right of Offset and our right to recover Collection Costs, as explained in the GENERAL AGREEMENTS OF MEMBERS portion of this handbook, will apply.

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

Unauthorized/Authorization Revoked Transactions

If you are disputing an ACH debit transaction that posted to your account, you must complete and sign a Written Statement of Unauthorized Debit within 60 days of the Settlement Date of the transaction. If we receive a properly completed and signed Written Statement of Unauthorized Debit from you within the 60-day period, we will re-credit your account with the amount of the charge. Please contact us at 800.358.8228, or write:

Patelco Credit Union
PO Box 2227
Merced, CA 95344-0227

ACH Conversion of Checks

Merchants to whom you write checks may convert them to ACH payments at the point of purchase.

These are called POP (point of purchase) entries. The merchant will scan the check you write and return the check to you. The merchant must post a notice explaining that your check will be converted to an ACH entry.

Creditors to whom you write checks may convert them to ACH payments upon receipt of your checks. These are called ARC (accounts receivable) entries. The payee must notify you that they may convert checks you write to them to ACH entries.

Other ACH Transactions

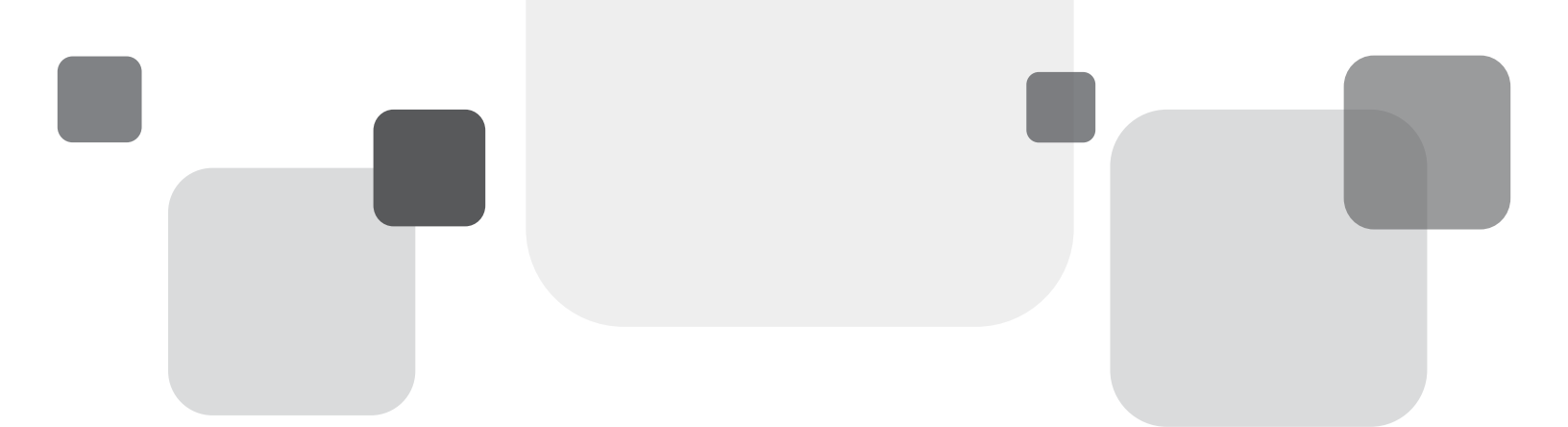
A CIE or customer-initiated entry occurs when you initiate an electronic transfer of funds to pay a company to whom you owe money, such as through use of Bill Payer. Bill Payer will tell you whether your bill is being paid electronically or by check. An IAT or international ACH transaction occurs when an international payment transaction is transmitted via the ACH network. Patelco does not originate these transactions but will accept these on your behalf.

A TEL entry is initiated when you give oral authorization over the phone to initiate an ACH withdrawal from your account. This is distinct from a preauthorized draft (described in the Checking Account section of this handbook), which authorizes a payee to initiate a check (draft) payment on your account. A TEL entry is permitted only if you have an existing relationship with the payee or if you initiated the call to the payee. A TEL entry may authorize a single payment or recurring payments. A WEB entry is initiated when you give authorization over the internet (not using Online Banking or Bill Pay) to initiate an ACH withdrawal from your account. WEB entries may authorize a single payment or recurring payments.

Other ACH Terms and Conditions

An automated clearing house (ACH) transfer is an electronic money transfer between financial institutions. ACH transfers may be initiated as one-time or regular recurring deposits into or out of your Patelco account, such as direct deposit of your payroll or retirement benefits, and one-time or regular automatic payments out of your Patelco account, such as transfers to pay health club dues or transfers to an account at another financial institution.

If you want Patelco to initiate preauthorized transfers that will debit (withdraw funds from) an account at another financial



institution, you must be an accountholder or a joint accountholder of the account that will be subject to withdrawal. Your only documentation of the transfer will be an entry on your periodic statement. If you want to confirm that an ACH payment was made or an ACH deposit received, you can use online banking or call the Credit Union at 800.358.8228.

Patelco Business Days: Patelco business days are 9am to 5pm Pacific Time (PT) Monday through Friday except for Federal banking holidays. The following are Federal banking holidays: New Year's Day; Martin Luther King, Jr. Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day. When a Federal banking holiday falls on a Saturday, it is usually observed on the preceding Friday. When the Federal banking holiday falls on a Sunday, it is usually observed on the following Monday. All time references in the Handbook are based on Pacific Time (PT) unless stated otherwise.


Limitation of Liability for ACH Payments and Transfers

If we do not properly complete an ACH transfer on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and the Handbook, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law.

However, there are some exceptions. For instance, we will not be liable in the following circumstances:

- a. If, through no fault of ours, you do not have enough available funds in your account to make a transfer (including internally initiated transfers and externally initiated transfers);
- b. If you provide an incomplete or incorrect User ID and/or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by Credit Union to authenticate your identity, or because your User ID and/or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, internet, or Credit Union instructions for making transfers or using the ACH transfer services;
- c. If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- d. If a legal order directs us to prohibit withdrawals from the account;

- e. If your account is closed or if it has been frozen;
 - f. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
 - g. If we received incorrect or incomplete information from you or from third parties (e.g., the US Treasury, an automated clearing house, or a terminal owner);
 - h. If you or anyone you allow commits any fraud or violates any law or regulation related to your account(s) or the transaction, or if any transaction is prohibited by law, regulation, or court order, or would be considered illegal activity;
 - i. If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred;
 - j. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment or external transfer;
 - k. If our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
 - l. If the payee mishandles or delays a payment sent through the bill pay service or external transfer;
 - m. If delays in processing and/or payment are caused by third-party software and/or services; or
 - n. If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
- There may be other exceptions, and we may establish other exceptions in addition to those not specifically mentioned above. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.



THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/ OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.

By agreeing to these payment and transfer terms, you confirm you understand the following:

- a. Transfers initiated according to these terms will be subject to this Handbook, applicable California and Federal law, and the applicable Rules, as outlined above.
- b. You are responsible for not initiating any transfers that would violate state or Federal law.

Patelco may cancel any instructions if you fail to have available funds to cover your authorized transfers, or if you otherwise breach the terms of this authorization or fail to comply with state and Federal law or NACHA rules.

ZELLE® AND OTHER PAYMENT SERVICES

1. Introduction to the General Terms

These terms for using Zelle® (hereinafter "Agreement") is a contract between you and Patelco Credit Union (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for each Service (referred to as "General Terms"), and each set of terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a Definitions section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship with You

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 3 Park Place, Dublin, CA 94568. We may also be reached at 800.358.8228 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, pre-recorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibit-

ed territories (including any territory outside of the United States); and

- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist

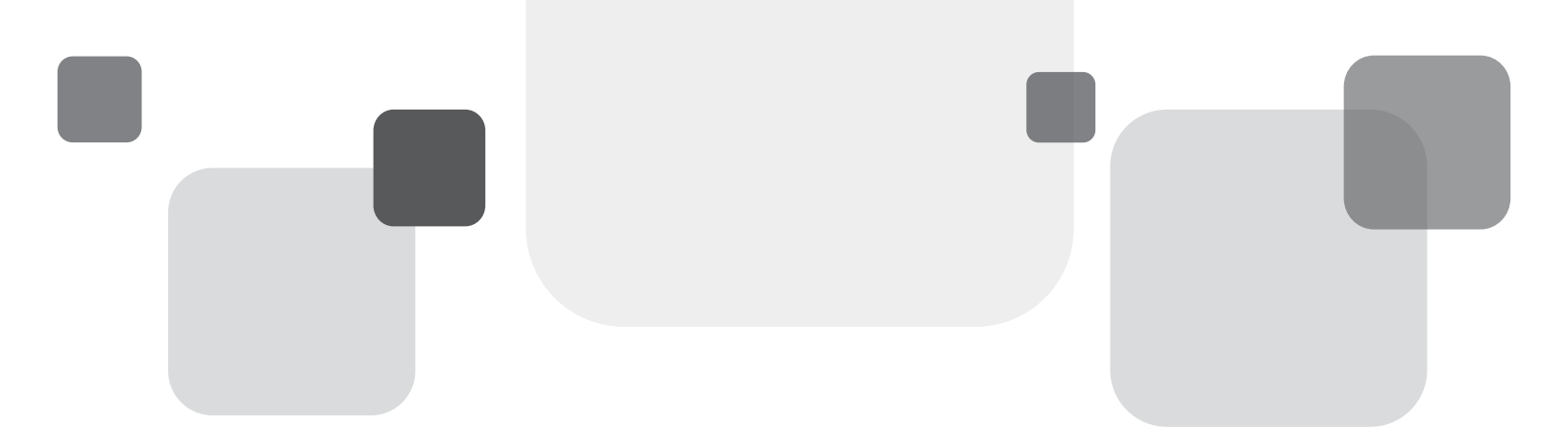
financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of



the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate

tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions

In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such

data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.


23. Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In

addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners



that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

25. Password and Security

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes

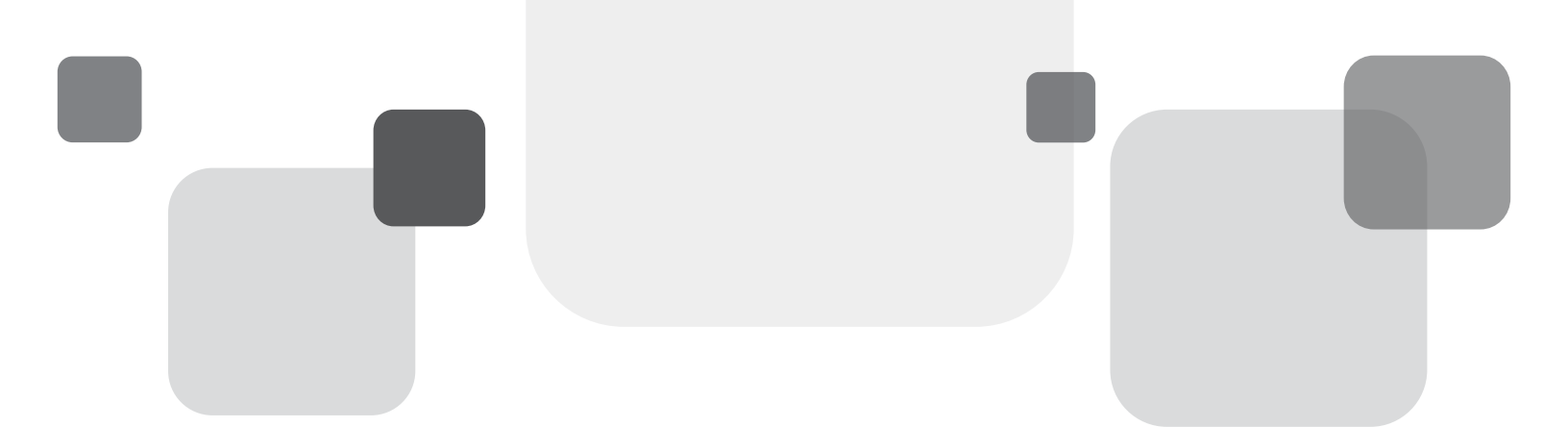
In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit



to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE

IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival
You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions

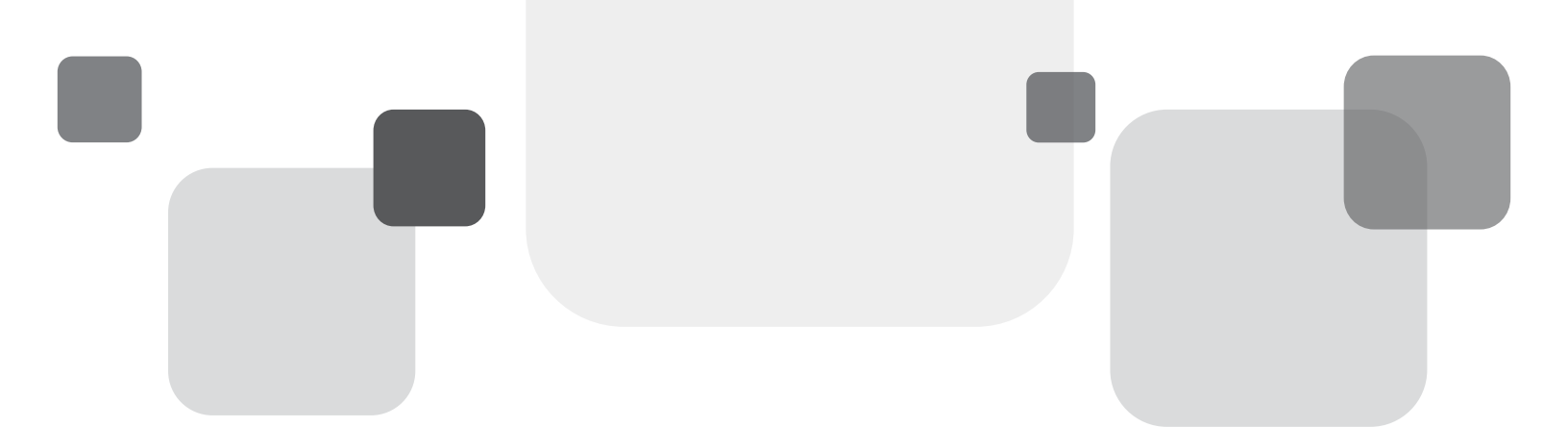
- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.

- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

1. Description of Services

a. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle Payment Service," as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle and Other



Payment Terms” means these Zelle and Other Payment Services terms.

b. In addition to the Zelle Payment Service, we provide other payment services under these terms of service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as “Other Payment Services” in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term “Zelle and Other Payment Services” means the Zelle Payment Service and the Other Payment Services.


c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days

a week with the exception of outages for maintenance and circumstances beyond our or Zelle’s control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance

a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your



enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled Requesting Payments. If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment

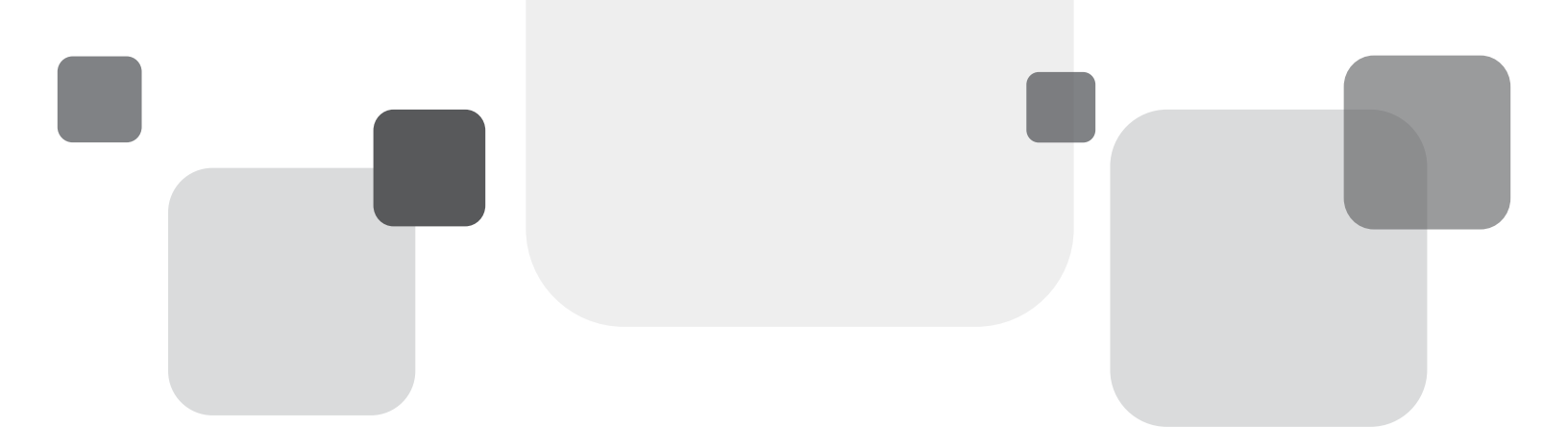
Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,



5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments


a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations (defined in Section 1(b) of these Zelle and Other Payment Terms) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b)

a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.

c. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location



(defined in Section 1(b) of these Zelle and Other Payment Terms) or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

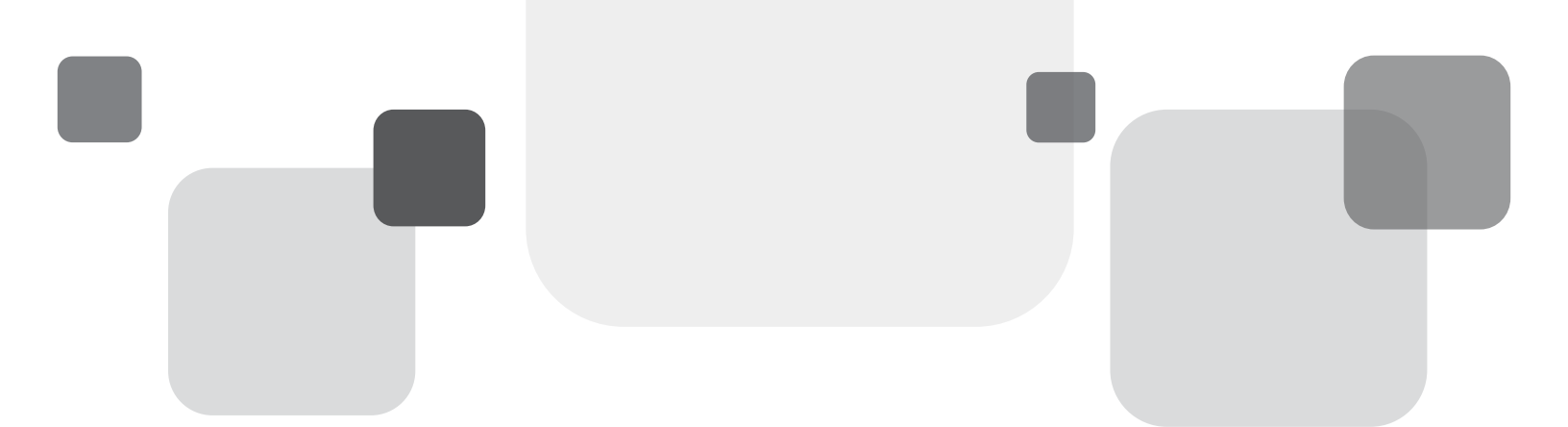
f. As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and

direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments

a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we



will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments

You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.


In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses,

damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing



to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages

Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages

to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

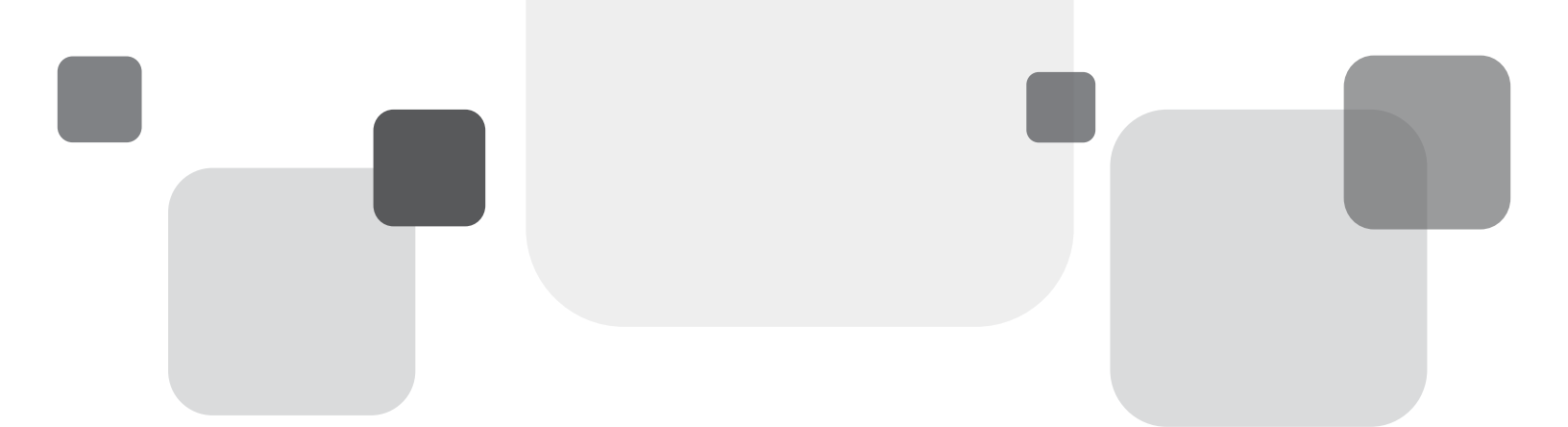
e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 800.358.8228. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported carriers include AT&T, Sprint, T-Mobile, Verizon and others.

g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated



with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments

In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

11. Consent to Share Personal Information (Including Account Information)

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Financial Institutions and other third parties for the purposes permitted in the Zelle Network® Participation Rules in accordance with its customary processes and procedures, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;

- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

12. Wireless Operator Data

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at zellepay.com/privacy-policy for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

13. Liability

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT

RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14. Disclaimer of Warranties

Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

15. Limitation of Liability

Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY

DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16. Indemnification

Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

17. Use of Our Online Banking Site and/or Mobile App

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

18. Definitions

"Network Financial Institutions" means financial institutions that have partnered with Zelle.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

If you have already opted out with us using the Federal Privacy Notice form, you do not have to do so again. If you wish to opt out, please first read this Notice, that describes our privacy practices, and then use the opt out form at the end of it.

This policy and notice is effective November 1, 2017 and replaces any previous privacy notice provided to you. We can change this policy by notifying you in writing. If the change will affect your ability to restrict sharing of your personal information, we will give you 30 days' advance notice. When you are no longer our member, we continue

to share your information as described in this notice. "Member" also refers to non-member joint owners of accounts and non-member obligors on loans.

California members: A separate notice and election form required by California law regarding your privacy choices follows this Federal Privacy Notice. If we receive inconsistent instructions from you on the California election form and this form, we will follow the instructions most protective of your privacy.

FACTS	WHAT DOES PATELCO CREDIT UNION AND ITS AFFILIATED CREDIT UNION SERVICE ORGANIZATIONS DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income. • account balances and transaction/payment history. • credit history and credit scores.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Patelco Credit Union and its affiliated CUSOs choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Patelco Credit Union and its affiliated CUSOs share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	yes	no
For our marketing purposes —to offer our products and services to you	yes	no
For joint marketing with other financial companies	yes	yes
For our affiliates' everyday business purposes —information about your transactions and experiences	yes	no
For our affiliates' everyday business purposes —information about your creditworthiness	yes	yes
For our affiliates to market to you	yes	yes
For non-affiliates to market to you	no	we do not share

Note	If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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Who we are	
Who is providing this notice?	Patelco Credit Union and its affiliated wholly-owned Credit Union Services Organizations (CUSOs): Patelcorp and Members Advantage Plus (MAP).
What we do	
How does Patelco Credit Union and its affiliated CUSOs protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Credit Union staff, management and volunteers are trained to keep member information strictly confidential.
How does Patelco Credit Union and its affiliated CUSOs collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or deposit money. • pay your bills or apply for a loan. • use your credit or debit card. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness. • affiliates from using your information to market to you. • sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include financial companies such as Patelco Credit Union and its wholly owned Credit Union Service Organizations Patelcorp and Members Advantage Plus (MAP).
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Patelco and its affiliated CUSOs does not share with nonaffiliates so they can market to you unless they are joint marketing financial company partners.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners are financial companies and include financial planners, investment advisors and companies that sell various types of insurance.
Other important information	
California law gives its residents the right to limit sharing with joint marketing partners. We extend this right to all our members.	

How to Exercise Your Privacy Choices	FED PRIVACY NOTICE (11/01/2017)
<p>1. Go to patelco.org/privacychoices and enter your name and member number.</p> <p>2. Select from the choices below by checking the box(es):</p> <p><input type="checkbox"/> Do not share personal information with other financial institutions to jointly market to me.</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p>3. Select SUBMIT.</p> <p>4. If you have an additional membership number, repeat the steps above for that number. Otherwise, you're done!</p>	

The notice and opt-out form below is required by California law for our California residents. **If you opt-out via the Federal Privacy Notice form above, we will honor your choices under California law as well, and you do not have to use the California form.**

Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say “No”, we may share personal and financial information about you with our affiliated companies.

() NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products and Services:

Unless you say “No”, we may share personal and financial information about you with outside companies we contract we contract with to provide financial products and services to you.

() NO, Please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

How to Exercise Your Privacy Choices

- 1). Go to patelco.org/privacychoices and enter your name and member number.
- 2). Select from the choices below by checking the box(es):
 - Do not share personal and financial information with your affiliated companies.
 - Do not share personal and financial information with outside affiliated companies you contract with to provide financial products and services.
- 3). Select **SUBMIT**.
- 4). If you have an additional membership number, repeat the steps above for that number. Otherwise, you’re done!

CA Privacy Notice (07/01/2020)



YOUR RIGHT TO REQUEST DEBIT CARD NON-SUFFICIENT FUNDS (NSF) PROTECTION

We will generally not pay overdrafting Debit Card purchases you make at a store, online, or by telephone under our standard overdraft practices unless you tell us you want protection for these transactions.

Please see the Overdraft section and the Debit Card Non-Sufficient Funds (NSF) Protection section of this handbook. To request this protection for your Debit Card purchases, please read "What You Need to Know about Overdrafts and Overdraft Fees" below and contact us as indicated.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction but we pay it anyway. We can cover your overdrafts in two ways:

- (1) We have standard overdraft practices that come with your account.
- (2) We also offer overdraft protection plans, such as a link to a savings account or a line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

THIS NOTICE EXPLAINS OUR STANDARD OVERDRAFT PRACTICES

What are the standard overdraft practices that come with my account?

We authorize and pay overdrafts for

- Checks and other transactions made using your checking account.
- ACH transfers online, by phone, or per pre-authorized automatic ACH bill payments

We do not authorize and pay overdrafts for ATM transactions, payments made via Bill Pay service, or when cash is requested at a branch.

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT FEES WILL I BE CHARGED IF PATELCO PAYS MY OVERDRAFT?

Under our standard overdraft practices:

- We will charge you a fee each time we pay an overdraft, although we may waive this fee if the transaction takes your account negative by \$25 or less. Additionally, no fee will be charged if you deposit funds sufficient to bring your account current by 5pm PT the same day. Please see the Fee Schedule for the current Debit Card Non-Sufficient Funds (NSF) Protection fee.
- There is no limit on the amount of fees we can charge you for overdrawing your account.

WHAT IF I WANT PATELCO TO AUTHORIZE AND PAY OVERDRAFTS ON MY EVERYDAY DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on everyday debit card transactions, please call us at 800.358.8228, or complete the form below and return it to a Patelco branch or mail it to:

Patelco Credit Union
ATTN: REG E department
PO Box 2227
Merced, CA 95344-0227

PLEASE DETACH AND RETURN THE FORM BELOW AND RETAIN THIS DOCUMENT FOR YOUR RECORDS.

I want Patelco Credit Union to authorize and pay overdrafts on my everyday debit card transactions. I may revoke this option at any time by notifying Patelco Credit Union.

Name: _____

Signature: _____

Email: _____

Date: _____

Member Number(s): _____

Checking Suffix Number(s): _____



PO Box 2227
Merced, CA 95344-0227
800.358.8228

patelco.org