

About Your Credit Union Accounts

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YOUR TRUTH-IN-SAVINGS DISCLOSURE

Please read this About Your Credit Union Accounts brochure (this "TIS Agreement") completely and retain it with your personal records.

Share ("savings") accounts, share draft ("checking") accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.

Information Regarding Member Identification

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

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

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 www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch 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 TIS 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 U.S. 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 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.

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.

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.

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 the 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.

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.

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.

Survival

This Arbitration Agreement will survive termination of the TIS Agreement.

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 sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at Valley First Credit Union, P.O. Box 1411, Modesto CA 95353-1411 within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time 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 TIS Agreement or your relationship with the Credit Union.

Amendment/Termination

We reserve the right to amend or terminate this Arbitration Agreement, subject to an additional right to opt out, provided that we notify you in writing at least thirty (30) days prior to such amendment or termination taking effect. Notwithstanding anything in the TIS Agreement to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

General Information About All of Our Accounts

Par Value

The par value of a share in the Valley First Credit Union is \$25.

Accrual of Dividends

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

Dividend Rates

The dividend rate and Annual Percentage Yield on our savings, checking and term share certificate accounts are stated on the Rate Schedule accompanying this Disclosure.

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

Bylaw Requirements

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

A member who reduces their share balance below the par value of one share and does not increase the balance to at least the par value of one share within 180 days of the reduction may be terminated from membership at the end of a dividend period.

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

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

Requirement to Maintain a Primary Share Account

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

Savings Accounts

Valley First Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our savings accounts are: Primary Share, Secondary Share, Business Primary Share, Club Account, Starter Savings, Adventure Savings, Frequency Savings, Money Market Account, IRA Savings Accounts and Business Money Market Account.

Rate Information

Our savings accounts are designated as variable rate accounts on the Rate Schedule. This rate and yield may change at any time as determined by the credit union board of directors.

Balance Information

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

Dividend Compounding and Crediting

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

➡ Primary and Secondary Share Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Primary Share Account is \$25. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$25 to avoid the fee as

stated on the Fee Schedule and to avoid closure.

➔ Business Primary Share Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Business Primary Share Account is \$25. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$25 to avoid the fee as stated on the Fee Schedule and to avoid closure.

➔ Club Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Club Account is \$25. There is no minimum balance required on the Club Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

Transaction Limitations

Your Club Account may be opened at any time. Funds will automatically be disbursed to you on or about the maturity date designated at account opening. Withdrawals made prior to the maturity date will result in a fee as stated in the Fee Schedule.

➔ Starter Savings Account

The Starter Savings Account is offered to eligible members 0-5 years of age. Upon reaching 6 years of age, the Starter Savings Account will automatically convert to an Adventure Savings Account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Starter Savings Account is \$1. You must maintain the minimum balance of \$1 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$1 to avoid the service fee as stated on the Fee Schedule and to avoid closure.

➔ Adventure Savers Account

The Adventure Savings Account is offered to eligible members 6-12 years of age. Upon reaching 13 years of age, the Adventure Savings Account will automatically convert to a Frequency Savings Account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Adventure Savings Account is \$1. You must maintain the minimum balance of \$1 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$1 to avoid closure.

➔ Frequency Savings Account

The Frequency Savings Account is offered to eligible members 13-17 years of age. Upon reaching 18 years of age, the Frequency Savings Account will automatically convert to a Primary Share Account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Frequency Savings Account is \$10. You must maintain the minimum balance of \$10 to obtain the Annual Percentage Yield stated on the Rate

Schedule. You must maintain the minimum balance of \$10 to avoid closure.

➔ Money Market Account

Minimum Balance and Deposit Requirements

There is no minimum deposit required for you to open your Money Market Account. You must maintain the minimum balance of \$2,500 to obtain the Annual Percentage Yield stated on the Rate Schedule.

➔ IRA Savings Accounts (Traditional, Roth, SEP, and Coverdell Education Savings)

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your IRA Savings Account is \$25. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule.

Incorporation of IRA Agreement and Disclosures

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

➔ Business Money Market Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Business Money Market Account is \$1,000. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule.

Checking Accounts

Valley First Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are: the Purple Checking, Free Checking (existing accounts only), OnTrak Checking, and Senior Checking (existing accounts only).

➔ Purple Checking Account

The Purple Checking Account allows members to receive cash back on qualified Debit Card purchases per month and receive refunds on domestic ATM fees incurred using a Valley First Credit Union Debit Card. Members will receive 1% cash back on the first \$1,000 spent each month on qualified Debit Card purchases and receive ATM fee reimbursements up to \$15 per month.

Account Eligibility for Purple Checking Cash Back Rewards Benefits

To receive cash back on Debit Card purchases and ATM fee refunds, you must meet all of the following criteria during the monthly qualification cycle*:

- Must be enrolled to receive statements electronically (eStatements).

- You can elect to have paper statements but will incur a service fee as indicated on the Fee Schedule.
- Must access the Online Banking or Mobile Banking service at least once per monthly qualification cycle.
- Must be enrolled in Bill Pay and complete a Bill Pay transaction at least once per monthly qualification cycle.
- Must receive Direct Deposit of at least \$750 per monthly qualification cycle.

If you do not meet the above monthly qualifications of the account, you will not receive cash back on Debit Card purchases and ATM fees will not be refunded. Debit Card purchases and ATM fees must post and clear the account during the monthly qualification cycle*.

Cash back on Debit Card purchases and ATM fee refunds will be calculated and credited to your Purple Checking account by the 10th business day of the next month.

- * *A period beginning on the first day of the month through and including the last day of the month.*

Minimum Balance and Deposit Requirements

There are no minimum deposit or balance requirements for the Purple Checking account.

Account Limitations

Qualifying ATM transactions that incurred ATM fees must be made with a Credit Union issued Debit Card associated with your Purple Checking Account. ATM receipts may be requested by the Credit Union. Members under the age of 18 must have a parent or legal guardian as joint on the account.

The following transaction types are not eligible for cash back rewards:

- ATM cash withdrawals transactions.
- Bill Pay transactions.
- The purchase of money orders or other cash equivalents.
- Cash over portions of point-of-sale transactions.
- Peer-to-Peer (P2P) payments (such as Apple Pay Cash), In addition, purchases made using third-party payment accounts (services such as Venmo®, PayPal®, Cash App®, Google Pay®), who also provide P2P payments may not be eligible for cash back rewards.
- Loan payments or account funding made with your Debit Card,
- Purchases made using third-party payment accounts (services such as Venmo® and PayPal®, who also provide P2P payments).

All transactions **other than those specified above** are considered qualifying Debit Card purchases, and are eligible for cash back rewards so long as you meet our monthly qualifications.

➡ Free Checking Account

Free Checking Account is a non-dividend earning account.

Account Eligibility

Free Checking accounts were discontinued December 2021. New Free Checking accounts are no longer offered.

Minimum Balance and Deposit Requirements

There are no minimum deposit or balance requirements for the Free Checking Account.

➔ OnTrak Checking Account

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

Account Eligibility

To open an OnTrak Checking Account, eligible members must meet all of the following criteria:

- Consumer-reporting agency records must not indicate any outstanding balances owed over \$500 to financial institutions at account opening;
 - * Must not exceed two (2) consumer-reporting agency records at account opening; and
 - * Must be 18 years of age or older.

Account Limitations

If there are no non-sufficient funds transactions, negative balance activity, or newly reported credit or account problems (for example, delinquency on a Credit Union obligation) for twelve (12) months from the date of opening and the member has not caused a loss to the Credit Union, the OnTrak Checking Account may be converted to another offered checking account at the member's request. For additional limitations, please see:

- Additional Disclosures Applicable to ATM and Point-of-Sale ("POS") Services;
- Limitations on Transactions and Additional Disclosures Applicable to Debit Card Services;
- Limitations on Dollar Amounts and Frequency of Transactions.

Minimum Balance and Deposit Requirements

There are no minimum deposit or balance requirements for the OnTrak Checking Account. There is a monthly service fee as stated on the Fee Schedule.

➔ Senior Checking Account

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

Account Eligibility

Senior Checking accounts were discontinued in February 2014. New Senior Checking accounts are no longer offered.

Minimum Balance and Deposit Requirements

There are no minimum deposit or balance requirements for the Senior Checking Account.

BUSINESS CHECKING

Valley First Credit Union offers the following business checking accounts: Business Checking, Impact business Checking, Small Business Checking and Business Rewards Checking.

➔ Business Checking

The Business Checking is available to business members. The Business Checking is a non-dividend earning account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Business Checking is \$100.

There is a Monthly fee, as stated on the Fee Schedule.

There are transaction fees that may apply, as stated on the Fee Schedule. There are cash order fees that may apply, as stated by the Fee Schedule

➡ Impact Business Checking

The Impact Business Checking is available to non-profit business 501(c)3 members. The Impact Business Checking is a dividend earning account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open an Impact Business Checking is \$100.

There is no monthly service fee.

You must maintain the minimum balance of \$250,000 to obtain the Annual Percentage Yield as stated on the Rate Schedule.

Rate Information

The Impact Business Checking is designated as a variable rate account as stated on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

Dividend Compounding and Crediting

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

Balance Information

We compute the balance in your Impact Business Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

➡ Small Business Checking

The Small Business Checking is available to business members. The Small Business Checking is a non-dividend earning account.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Small Business Checking is \$100.

There is a Monthly fee, as stated on the Fee Schedule.

There are transaction fees that may apply, as stated on the Fee Schedule.

➡ Business Rewards Checking

The Business Rewards Checking is available to business members. The Business Rewards Checking is a dividend earning account.

Minimum Balance and Deposit Requirements

The minimum deposit requirement for you to open an Interest business checking is \$100.

There is a Monthly fee, as stated on the Fee Schedule.

There are transaction fees that may apply, as stated on the Fee Schedule.

Share Certificate Accounts

Valley First Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are: the Regular Share Certificate, Premium Share Certificate, Adventure Savers Share Certificate, Frequency Share Certificate, IRA Share Certificate, IRA Premium Share Certificate accounts, and Business Certificate.

Annual Percentage Yield

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

Maturity

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

Balance Information

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

Rate Information

Our share certificate accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity. During the term of your Regular or Premium Rate Bump Share Certificate, we may increase the rate one time based on the rules of the certificate.

Dividend Compounding and Crediting

Dividends will be compounded monthly and will be credited monthly. For the share certificate accounts, the dividend period is monthly.

Renewal of Account/Grace Period

Your account will automatically renew at maturity for same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of ten (10) days after maturity.

Early Withdrawal Penalty

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

- For accounts with a term equal to or less than six (6) months, you will forfeit an amount equal to the lesser of all dividends earned on the amount withdrawn or sixty (60) days of dividends on the amount withdrawn.
- For accounts with a term equal to or less than eighteen (18) months, you will forfeit an amount equal to the lesser of all dividends earned on the amount withdrawn or one hundred twenty (120) days of dividends on the amount withdrawn.
- For accounts with a term greater than eighteen (18) months, you will forfeit an amount equal to the lesser of all dividends earned on the amount withdrawn or one hundred eighty (180) days of dividends on the amount withdrawn.

An early withdrawal penalty could reduce your initial investment.

Exceptions to Penalties

The penalties stated above will not apply if:

- The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws;
- The share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age; or such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

➡ Regular Share Certificate Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Regular Certificate Account is \$1,000. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

➡ Premium Share Certificate Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Premium Share Certificate Account is \$10,000. You must maintain the minimum balance of \$10,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

➡ Adventure Savers Share Certificate Account

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Adventure Savers Share Certificate Account is \$250. You must maintain the minimum balance of \$250 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

➡ **Frequency Share Certificate Account**

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Frequency Share Certificate Account is \$500. You must maintain the minimum balance of \$500 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

➡ **IRA Share Certificate Account**

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your IRA Share Certificate Account is \$1,000. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

Incorporation of IRA Agreement and Disclosures

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

➡ **IRA Premium Share Certificate Account**

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your IRA Premium Share Certificate Account is \$10,000. You must maintain the minimum balance of \$10,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

Incorporation of IRA Agreement and Disclosures

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

➡ **Business Certificate Account**

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Regular Business Certificate Account is \$1,000. You must maintain the minimum balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

Electronic Fund Transfer Disclosure and Agreement

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Valley First Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Valley First Credit Union is given below, followed by specific disclosure information for each service. Valley First Credit Union may also provide remittance transfers (defined by Regulation E, subpart

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

Personal Identification Number or Password

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

You will also be able to access our Online Banking and Bill Pay services using a Login ID and Password. For your protection, we recommend that you regularly change your Password used to access Credit Union services, and to hold your Password in strict confidence and you will notify us immediately if it's lost or stolen. You are financially responsible for all uses of the Online Banking or Bill Pay services by you and those who are authorized by you to use such services, including without limitation, providing your Login ID and Password, verification information, and/or account information to others. You are responsible for keeping your Password and account information confidential.

You agree that use of the Login ID and Password constitutes a reasonable security procedure for any transaction. Your Password acts as your signature. All transactions affected by use of the Online Banking or Bill Pay service contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your Login ID and Password or as otherwise authorized under this Agreement. We are entitled to act on all transaction instructions received using your Login ID and Password.

You understand that if you share your ATM or Debit Card and PIN, or Login ID and Password with any person, you have given such person access to your account including the ability to engage in account transactions. Such transactions are deemed authorized transactions. You assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your account and for use of your Card and PIN or Login ID and Password by such person even if such transactions were not intended by you or exceed your intended authority. You are responsible for any transactions made by such authorized person up to the time you specifically revoke such authority by notifying us in writing, provided we have sufficient time to reasonably act on your notice, and immediately changing your username and password.

Devices Used to Access Credit Union Electronic Fund Transfer Services

You are responsible for understanding the operation and maintenance of any devices used to access our electronic fund transfer services, such as Online Banking or Bill Pay services. These responsibilities include, without limitation, your utilizing up to date Internet browsers, devices and reasonable commercially available encryption, antivirus, anti-spyware, and Internet security software. We are not responsible for, and you might be charged, third party fees related to your use of our services that may include Internet access, data usage, push notifications, text messages, or other third party charges. Contact your provider for additional information

Right to Receive Documentation of Transactions

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

Member Liability

Tell us AT ONCE if you believe your Card, Card Number, or Personal Identification Number (PIN), or other Account Access Device has been lost or stolen, or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephone communication is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, your losses will not exceed \$50 if someone used your Access Device without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have prevented someone from using your Access Device without your permission had you notified us, your losses could be as much as \$500. Also, if your Account statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have prevented someone from taking the money if you had communicated with us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in the event of unauthorized transfer: If you believe your Access Device has been lost or stolen, that someone has transferred or may transfer money from your Account without your permission:

- Call us at: 1-877-549-4567
- Send us a Secure Message through Online Banking
- Write us at:

ATTN: Dispute Operations
Valley First Credit Union
PO Box 1411
Modesto, CA 95353-1411

Special Notice to Visa[®] Debit Cardholders

If there is an unauthorized use of your Visa Debit Card, and the transaction takes place on the Visa network, then your liability will be zero (\$0). This provision limiting your liability does not apply to ATM cash disbursements processed on non-Visa or non-Plus networks, or

non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0) liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) day after the statement was delivered to you.

Business Days

Our Business Days are Monday through Friday, excluding federal holidays.

Our Liability for Failure to Make Transfers

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

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

There may be other exceptions not specifically mentioned above.

In Case of Errors or Questions About Your Electronic Transfers

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, Telephone us at (877) 549-4567 or write us at PO Box 1411, Modesto, CA 95353-1411 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. In your correspondence, please include the following:

- Tell us your name and Account number
- Describe the error or the transfer you are unsure about and provide a clear explanation why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 (ten) Business Days, we may not credit your Account. We will investigate your complaint or question and determine whether an

error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

For errors involving new Accounts, point-of-sale transactions, or transactions occurring outside the United States, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to re-credit your Account for the amount you think is in error.

We will provide you with the results of our investigation within three (3) Business Days after completing our investigation. If we determine that there has been no error, a written explanation will be provided within (3) business days after the investigation has been completed. You may request copies of the supporting documentation that was resulted in our final determination.

Charges

In order to obtain the electronic services listed, you must open and maintain a savings or checking account. All charges associated with our electronic fund transactions are disclosed in our Fee Schedule which accompanies this Disclosure and Agreement.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Account or the transfers you make as follows:

- Where it is necessary to complete the transfer;
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant;
- In order to comply with government agency or court orders or a lawfully issued subpoena;
- If you give us your prior oral or written permission

Consent to Terms

Consent to Terms for Card Use: By accepting this Agreement or using the Card, you agree to be bound by the provisions of this Agreement (including this Section) applicable to the Card. ("You," "Your," and "Yours" refer to each person who signs an application for or uses the Card, including Authorized Users designated to receive a Card by the Account Holder).

Address Change

Keep the Credit Union informed of your current address and email address to insure correct mailing of monthly statements and other account specific notifications. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

Amendments

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

Cancellation of Cardholder Privileges

We may refuse to issue a Card and we may revoke your Card

privileges with or without cause or notice, other than those which may be required by federal or state law. Your Card remains our property at all times and may be repossessed by us at any time. Upon cancellation of Cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If the Card is used other than as permitted by this Agreement (including this Section), we may, at our option and without waiving any rights, recognize the transactions and debit or credit your Account accordingly. The cancellation of Card privileges, by you or by us, does not affect other rights and privileges under the Agreement.

Attorneys' Fees

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

Additional Benefits/Card Enhancements

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

Waiver of Rights

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

Other Agreements

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

Severability

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

Who is Bound by this Agreement

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

Signatures

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

Consumer Reports

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the

opening of a savings or checking account or the issuance of a Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

➔ **Additional Disclosures Applicable to ACH Services**

Documentation of Direct Deposit

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (877) 549-4567 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

Choice of Law

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

Disclosure of Right to Stop Payment

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at (877) 549-4567, or write to us at PO Box 1411, Modesto, CA 95353-1411, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- Our Liability for a Failure to Stop Payment. If you place a stop payment order three (3) or more business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

Transactions Available

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

- Make deposits to your savings or checking account;
- Make loan payments;
- Pay bills directly from your savings or checking account in the amounts and on the days you request (Transaction limitations apply to payments from savings accounts. Refer to "Transaction Limitations" section within this disclosure);
- Authorize a merchant or other payee to make a one-time

electronic payment from your checking account using information from your check to pay bills or pay for purchases; and

- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

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

➔ **Additional Disclosures Applicable to “Valleyline” Audio Response Services**

Transactions Available

You may use your Valleyline service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your savings or checking account;
- Transfer funds between your savings and checking accounts;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your savings or checking account;
- Make loan payments; and
- Activate or cancel ATM Cards or Debit Cards.
- All payments and deposits are subject to later verification by us.

➔ **Additional Disclosures Applicable to ATM and Point-of-Sale (“POS”) Services**

Rules for Use

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

ATM Fees

When you use an ATM not owned by Valley First Credit Union, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Transactions Available

You may use your Debit Card to perform the following transactions:

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

Some of the transactions listed above may not be available at all

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

Limitations on Transactions

You may make ATM cash withdrawals on POS transactions up to the following limits as long as your available balance will cover the transactions: up to \$310 for ATM cash withdrawals, and up to \$310 for POS transactions, each day. For purposes of the daily limits only, a "day" is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Standard Time. If a transaction is initiated in another time zone, it will be processed when we receive it.

Notwithstanding the forgoing, withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust your maximum per day cash disbursement levels from time to time at our sole discretion.

In accordance with the Credit Union policy, the Credit Union may permit a higher ATM cash withdrawal or POS transaction limit for qualifying members up to the following limits as long as your available balance will cover the transaction:

- For OnTrak Checking Account holders, up to \$310 for ATM cash withdrawals, and up to \$310 for POS transactions, each twenty-four (24) hour period.
- For all other account holders, up to \$1,000 for ATM cash withdrawals, and up to \$2,000 for POS transactions, each twenty-four (24) hour period.

Access Cards

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

ATM Safety

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

- Be aware of the surroundings, particularly at night.
- Look for well lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.

- Remember to keep your PIN a secret. Make sure not to write it on your Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

➡ **Additional Disclosures Applicable to Debit Card Services**

Issuance of Card

“Card” means the Valley First Credit Union Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Debit Card.

Responsibility for Transactions

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

Merchant Disputes

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

Limitations on Dollar Amounts and Frequency of Transactions

You may make Debit Card transactions up to the following limits as long as your available balance will cover the transactions up to \$310 for ATM cash withdrawals, and up to \$310 for POS transactions, each day. For purposes of the daily limits only, a “day” is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Standard Time. If a transaction is initiated in another time zone, it will be processed when we receive it. Notwithstanding the forgoing, withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust your maximum per day cash disbursement levels from time to time at our sole discretion.

In accordance with the Credit Union policy, the Credit Union may permit a higher Debit Card transaction limit for qualifying members up to the following limits as long as your available balance will cover the transaction:

- For OnTrak Checking Account holders, up to \$310 for ATM cash withdrawals, and up to \$500 for POS transactions, and up to \$500 for Debit Card signature-based transactions, each twenty-four (24) hour period.
- For all other account holders, up to \$1,000 for ATM cash withdrawals, and up to \$2,000 for POS transactions, and up to \$2,000 for Debit Card signature-based transactions, each twenty-four (24) hour period.

Use of the Card

You may use the Card and PIN to:

- Withdraw cash from your savings or checking account at ATMs, merchants, or financial institutions that accept Debit Cards;
- Transfer funds between your savings or checking account you have with the Credit Union;
- Purchase goods or services at places that accept Debit Cards. These are PIN accepted point of sale (POS) transactions; and
- Make deposits to your savings or checking account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Debit Cards. These are signature accepted point of sale (POS) transactions;
- Order goods or services by mail, telephone or online from places that accept Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone.
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

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

All card transactions covered by this agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this agreement. Any future changes to your account agreements may affect the use of the card.

Illegal Use of Debit Card

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

Overdrafts

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account. The Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

Refusal to Honor Card

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

Foreign Transactions

Purchases and ATM transactions processed in foreign countries and/or billed in foreign countries will be debited to your Account in U.S. dollars. The rate of exchange between the Transaction Currency and the Billable Currency used for processing of international transactions is the wholesale market rate or the government-mandated rate in effect on the processing date. Please note that we charge a fee as set forth in our Fee Schedule for ATM withdrawals outside the United States.

➔ Additional Disclosures Applicable to Online Banking Services

System Requirements

Online Banking services allows convenient access to your account information 24 hours a day. To use Online Banking, you must have a computer, modem, Internet Service, browser, your account number and a Login ID and Password.

Transactions Available

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

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain clearance of specific checks;
- Request check withdrawals from your checking and savings account;
- Transfer funds between your checking account, savings account and Line of Credit;
- Download transaction information to personal financial management software from checking and savings account;
- Make loan payments;
- Pay bills through Bill Pay from checking;
- Activate your Debit Card through the Debit Card Activation phone line;
- Make a single transfer to a Valley First member or link to another member's account to set up recurring transfers;
- Link your account from another financial institution for electronic transfers;
- Send a Secure Message to the Credit Union regarding any account concerns; and
- Apply for a loan.

Limitations on Transactions

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

- The maximum you may withdraw by check is \$2,500 per check up to \$10,000 per day with a minimum check withdrawal of \$10 during any 24-hour period.

➔ Additional Disclosures Applicable to Bill Pay Services

System Requirements

To use Bill Pay, you must have a computer, modem, Internet Service, browser, a valid email address on file, and Online Banking Login ID and Password.

Right to Stop Payment of Preauthorized Transfers and Right to Receive Notice of Varying Amounts

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call us at (877) 549-4567, or write to us at PO Box 1411, Modesto, CA 95353-1411 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside the limits that have been set.

Transactions Available

You may use the Bill Pay service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to merchants.

This feature enables you to specify the amount of the payment and the processing date.

- Make recurring payments from checking: This feature allows you to schedule recurring payments to merchants.
- View History: This feature permits you to see payments made over a specified time period.

Limitations on Transactions

The following are limitations to the use of the Bill Pay service:

- The maximum transaction amount is \$2,500 during any twenty-four (24) hour period;
- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments twenty-four (24) hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one (1) to two (2) business days.

Methods and Restrictions

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

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four (4) business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten (10) business days to process.

Member Responsibilities

You are responsible for:

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

➔ Additional Disclosures Applicable to Mobile Banking Services

Services

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

System Requirements

To use the Mobile Banking service, you must have a mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and an Online/Mobile Banking service Login ID and Password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit www.valleyfirstcu.org on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the Valley First Credit Union Mobile Application from your device's application store. Search "Valley First Credit Union" on the App Store or "Valley First CU" on Google Play. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.
- To use the Text Banking option, you must be enrolled in Online/Mobile Banking. While logged into the Online/ Mobile Banking service, activate the Text Banking feature by selecting: "Preferences", then "Text Enrollment." Turn "Text Enrollment" to "on" and then add your mobile number. You must accept the

terms and conditions before you can save and activate Text Banking.

Transactions Available

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

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain clearance of specific checks;
- Request check withdrawals from your checking and savings account;
- Transfer funds between your checking account, savings account and Line of Credit;
- Make loan payments;
- Pay bills through Bill Pay from checking;
- Activate your Debit Card through the Debit Card Activation phone line.;
- Make a single transfer to a Valley First member or link to another member's account to set up recurring transfers;
- Link your account from another financial institution for electronic transfers;
- Send a Secure Message to the Credit Union regarding any account concerns; and
- Apply for a loan.

Mobile Deposit Disclosure and Agreement

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

What is Mobile Deposit?

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

Eligibility Requirements for Mobile Deposit Service

To be eligible for Mobile Deposit Capture you must be at least 18 years old, be a member in good standing, have a share draft/checking account open for a minimum of 60-days, and have a debit card.

Right to Receive Documentation of Transactions

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. You will receive a statement at minimum quarterly.

System Requirements

To use the Mobile Deposit service, you must have an eligible account, be a member in good standing, have a mobile device with a camera and Internet access and maintain the hardware and software as specified by Valley First Credit Union from time to time in the Online & Mobile Banking System Requirements Guide available online. Third party fees may apply for data and Internet access.

Contact your mobile device carrier for additional information. You may only submit items through the Mobile Deposit service using the Valley First Credit Union mobile application specifically designated by the Credit Union for such purpose.

How to Notify Us in Case of Errors

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (877) 549-4567 or write to us at P.O. Box 1411, Modesto, CA 95353. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

Service and Maintenance

From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. The Credit Union will display a message on our Online Banking home page or send a secure message or text message notifying users of any scheduled down time.

Fees

All fees or charges associated with the Mobile Deposit service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Mobile Deposit service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

Record Retention

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

Funds Availability

Items transmitted using the Mobile Banking Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Our policy is to make funds available from an image of an item you submit through the Services that is received and accepted before 2:00 p.m. Pacific Time during a business day on which we are open, then we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open.

The first \$225 of each total deposit(s) will be made available within two (2) business days or after a review and approval of the deposited document(s). Total funds deposited using the Services will generally be made available within three (3) business days from the day of deposit or until reviewed and approved.

Requirements for Electronic Images

Prior to photographing the check, you must add: "For Mobile Deposit Only;" your Credit Union account number; and your signature endorsement to the back of the check, or as otherwise instructed by

the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as Valley First Credit Union may establish from time to time.

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

RESTRICTIVE ENDORSEMENT REQUIRED: Your check must bear the following restrictive endorsement under the signature(s): “FOR MOBILE DEPOSIT TO VALLEY FIRST CREDIT UNION.”

The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

You agree to scan and deposit only “checks,” which include:

- Items that contain the above-described restrictive endorsement;
- A negotiable demand draft drawn on or payable through or at an office of a bank;
- A negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank or the Treasury of the United States;
- A state government or unit of general local government that is not payable through or at a bank;
- A U.S.P.S. money order; or
- A traveler’s check drawn on or payable through or at a bank.

When the image of the check transmitted to Valley First Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of, and subject to, Divisions 3 and 4 of the California Commercial Code.

Processing Electronic Images

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

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdrawn or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union’s rejection of any item(s), or for any item(s) returned unpaid.

Deposit Limitations

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit service and to modify such limits from time to time.

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

- Checks made payable to any person or entity other than the person or entity who owns the account in which the check is being deposited (third-party checks).
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks or items prohibited by Valley First Credit Union's current procedures relating to the services or are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than what is specified in this agreement.
- Checks that have previously been submitted through the Services or through a remote deposit service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are in violation of any federal or state law, rule, or regulation.

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

Member Warranties and Indemnification

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

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including

return item processing.

- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

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

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

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

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

Service and Maintenance

We may periodically audit the Mobile Deposit service and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit service without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at PO Box 1411, Modesto, CA 95353.

Our Right to Audit

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

Termination

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

- You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- We have reason to believe that there has been or might be an unauthorized use of your account; or
- You or any authorized signer on your account requests that we do so.

Disclosure of Account Information to Third Parties

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

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

Address Change

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements. You can do this through Online Banking under Manage Contact Info or by calling us at (877) 549-4567.

Additional Benefit Enhancements

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

Amendments

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

Reservation of Rights

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

Other Agreements

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

Severability

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

Regulations Relating to Wire Fund Transfers

Applicable Law

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

Funds Transfer Cut-Off Time

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

cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:30 PM Pacific Standard Time on any weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time **may be treated as having been received on the next funds transfer business day and processed accordingly.**

Service Charges/Fees

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

Security Procedures

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

Use of Fedwire

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

Identification of Beneficiary

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

Identification of Beneficiary and Intermediary Bank by Number

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

Provisional ACH Payments

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

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

Notice of Receipt of ACH Funds

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

Receipt of Incoming (Non-ACH) Funds Transfers

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

Payment of Dividends

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

Our Liability for Funds Transfers

Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Regulations Relating to Wire Fund Transfers section; (5) any ambiguity or inaccuracy in any instruction given to us by you or your authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH ANY FUNDS TRANSFER REQUEST.

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day

we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

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

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first (1st) business day.

If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

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

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.

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

Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATM's that we own or operate.

Unclaimed Property Law – Important Notice About Your Account(s) or Safe Deposit Box (California Residents)

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a savings, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. In addition, any property held in a Credit Union safe deposit box may be transferred upon the running of the time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates.

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

General Terms and Conditions of Your Credit Union Accounts

Definitions

ACCOUNT AGREEMENT means any savings, checking, share certificate, custodial (UTMA), fiduciary, living trust, payable-on-death or Totten trust account.

TIS AGREEMENT means the agreement and disclosure entitled, "About Your Credit Union Accounts."

Membership & Account Application

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

Limitation of Services Policy

Access to Credit Union services is a privilege not a right. Members not in good standing may have access to services limited pursuant to the Credit Union's Limitation of Services Policy, which is available upon request.

Account Ownership

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

- Individual Accounts: The account or certificate is owned by the party named on the Account Agreement ("Account Holder").

Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.

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

Custodial (UTMA) Account

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

Fiduciary Accounts

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

- You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
- You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

Living Trust Account

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

Payable on Death Accounts

A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has

no rights to the funds in the Account during the lifetime of any Account Owner.

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

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

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

Totten Trust Accounts

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

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

Special Rules for Joint Accounts

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

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

Disputes – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or

an instruction signed by all persons claiming an interest in the account.

Changes in Terms and Conditions

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

Consent to Contact (Non-Telemarketing Only)

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

Notice

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

Ability to Pledge Funds

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

Enforcement of Liens

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

Lost, Stolen or Destroyed Cashier's Check

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

- You lost possession of the check;
- You are the rightful owner of the check;
- The check was not voluntarily transferred to a third party or lost through lawful seizure; and

- You cannot reasonably obtain possession of the check because it was destroyed, its whereabouts are unknown, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

Your claim becomes enforceable at the time the claim has been made or sixty (60) days after the date the check was issued, whichever is later. The Credit Union may pay the check to a person entitled to enforce it at any point prior to that time without liability. Upon expiration of the sixty (60) day waiting period, if payment of the check has not been made to the person entitled to enforce it, the Credit Union will pay the amount of the check to you. However, if the check is later presented for payment by a holder in due course, and the Credit Union honors the check, you will be obligated to return the funds to the Credit Union.

Notification of Changes

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

Inactive and Dormant Accounts

Inactive Account Relationship

If your account relationship has had no withdrawals or deposits, other than credited dividends, for a period of 12-consecutive months or more, it may be considered "inactive" and charged an Inactivity Fee as set forth in the Fee Schedule. To avoid the fee, you must perform at least one of the following activities:

- Make a deposit or withdrawal;
- Write a check that clears your account;
- Use a Valley First Credit Union debit card at an ATM, for a Point-of-Sale (POS) transaction or make a signature-based purchase;
- Use Valley First Credit Union's online Bill Pay service;
- Have an ACH deposit or withdrawal post to your account;
- Have a direct deposit post to your account;
- Make deposits to or withdrawals from your account
- Consent to receive eStatements (instead of paper statements);
- Open an active checking account;
- Open and maintain a certificate account;
- Obtain a loan; or
- Contact Valley First Credit Union to discuss your savings needs.

If you do not perform one of these activities within the previous 12 months, the Credit Union will assess you an Inactivity Fee for each month the inactivity continues. If your account falls below the \$25.00 minimum balance required to keep your account open and maintain your membership, we may place you on Inactive Status and charge your account a Below Minimum Balance Fee in accordance with the Fee Schedule until the account is closed.

Inactive account relationship status does not apply to members:

- Who have an open Valley First loan;
- Who have other active Valley First accounts, such as a checking, IRA or certificate account;

- Who have a savings account where the primary account owner is under age 18; or
- To those accounts that have been open for less than one year.

Financial Abuse Reporting

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

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

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

Waiver of Certain Rights

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

Consumer Reports

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

Negative Credit Reporting

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

Reporting Inaccurate Information

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Valley First Credit Union, PO Box, 1411, Modesto, CA 95353-1411, so we can investigate.

Post-Dated Share Drafts and Checks

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

Examination of Statements

The Account Holder(s) to whom the periodic statement of account is

sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Fund Transfer Agreement included in this TIS Agreement will apply). For purposes of this TIS Agreement, an unauthorized transaction is a transaction that was not authorized by you. However, if you provided someone authorization to transact on your account, any transaction by that person is considered authorized even if he or she exceeded any authority you provided. An unauthorized transaction includes but is not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you or someone you authorized. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

Declining or Preventing Transactions on Accounts

There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and anti-money laundering rules, and/or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

Disputes Relating to Accounts and Funds

If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper

jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.

Legal Process

You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy (including without limitation, any "notice of levy"), withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a Legal Order Fee, as set forth in our Fee Schedule, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.

Indemnification

You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this TIS Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:

- a. A third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- b. Any fraud, manipulation, or other breach of this TIS Agreement by you;
- c. Your violation of any law or rights of a third party; or
- d. Your provision of access to your account(s), services, or electronic services to any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit

Union's claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.

Limitation on our Liability

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS TIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.

Disclaimer of Warranties

You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this TIS Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.

Except as expressly set forth in this TIS Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

Wrongful Dishonor

In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.

Assignment

You may not assign this TIS Agreement to any other party. The Credit Union may assign this TIS Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this TIS Agreement to independent contractors or other third parties.

Headings

Headings in this TIS Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this TIS Agreement.

Severability

Except as otherwise provided above in the Arbitration Agreement, if any of the provisions of this TIS Agreement are determined to be void or invalid, the remainder of the TIS Agreement shall remain in full force and in effect.

Non-Cash Payments

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

Fees and Charges

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

Credit Union's Right to Offset

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

Attorneys' Fees and Other Fees

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

Governing Law

This TIS Agreement as well as all of your deposit accounts will be interpreted and subject to applicable federal law and the laws of the State of California, without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with federal law.

➡ Savings Account Agreement

Withdrawals, Prior Notice Requirement

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

➡ Checking Account Agreement

Withdrawals, Approved Methods

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

Electronic Check Conversion

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to

electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

Demand Drafts

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

Overdrafts

The Credit Union is under no obligation to pay a share draft, electronic fund transfers, telephone-initiated transfers, payments under our Bill Pay Service, teller transactions, debit card transactions, ATM withdrawals, the return (unpaid) of items deposited by you, the assessment of service charges by us, or other withdrawal requests authorized by you, which exceeds the available balance in an account; the Credit Union may, however, pay such a transaction and recover or obtain a refund of the amount of the resulting overdraft from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder. Note that we will generally not pay one-time debit card transactions or ATM withdrawals that result in an overdraft.

Order of Posting: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in the order received. For ACH transactions, both deposits and debits are posted by settlement date in the order presented. For Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

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

determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

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, in making this determination, 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 preauthorization amount requested by a merchant, we will generally 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 the account to have a negative balance (less than \$0), we will charge an Overdrawn Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. Your account is considered overdrawn when the available balance in your account is negative (less than \$0). Please see Example 4 below for an illustration of how this can occur.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions.

For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Funds Availability Policy.” If you have additional questions about your available or actual balance, please see a branch representative or call (209) 549-8500 or (877) 549-4567.

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

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

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

- * *Any checks you have written that have not yet been presented for payment.*
- * *Any automatic bill payments you have scheduled that have not yet been sent.*

- * *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

Example 4: Assume your actual and available balance are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50.

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 - Non-Sufficient Funds Fee as stated in our Fee Schedule. 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.

Stale-Dated Share Drafts

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

Stop Payments

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

Truncation of Drafts

The Account Holder(s) acknowledges that share drafts are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the

California Uniform Commercial Code (UCC).

Liability of Credit Union

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

Closure of Account

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

For Checking Accounts with Savings Overdraft Protection

If any Account Holder(s) writes a share draft that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to this Checking Account.

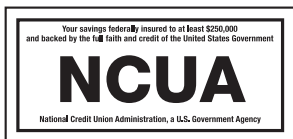
For Checking Accounts with Loan Overdraft Protection

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

➡ Share Certificate Account Agreement

Pledging of Funds

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



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