

# MEMBERSHIP AGREEMENTS AND DISCLOSURES

September 1, 2024

Important Documents  
Please Keep For Your Records

**PREMIER AMERICA**  
CREDIT UNION

In the following Agreements and Disclosures, the words “you,” “your” and “yours” mean each and all of those (whether one or more persons) who are subject to these Agreements and Disclosures as a result of signing a Premier Signature Card or opening one or more accounts with the Credit Union. The words “Credit Union,” “we,” “our” and “ours” mean Premier America Credit Union or any one of our Service Providers.

Table of Contents

BINDING ARBITRATION AGREEMENT .....2

TRUTH-IN-SAVINGS DISCLOSURE

I. Terms and Conditions.....3

II. Payment of Dividends .....9

III. Products .....10

IV. Courtesy Pay and Overdraft.....14

V. Income Tax Reporting .....17

VI. Funds Availability Policy.....18

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

Terms and Conditions .....20

SCHEDULE OF FEES (Consumer) .....Enclosed

BINDING ARBITRATION AGREEMENT

Unless otherwise prohibited by the federal Military Lending Act, you and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with us. If that cannot be done, you and we agree that any claim or dispute that is filed or initiated after the Effective Date of this Binding Arbitration Agreement, even if the claim arose prior to the Effective Date of this Binding Arbitration Agreement (“Claim”), whether in contract, tort, statute, or otherwise, that arises out of or relates to your Membership Agreements and Disclosures, your accounts or your use of our products or services 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”). The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. 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 YOUR MEMBERSHIP AGREEMENTS AND DISCLOSURES (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Binding Arbitration Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act 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 Claim. You acknowledge that this Binding 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 seeking relief on your behalf.

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

- **SELECTION OF ARBITRATOR:** If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Binding Arbitration Agreement, this Binding Arbitration Agreement will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then you can select the appropriate forum for the Claim.
- **EFFECTIVE DATE:** This Binding Arbitration Agreement is effective upon the 61st day after we provide this Binding Arbitration Agreement to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT hereunder.
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE:** THIS BINDING 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 Binding Arbitration Agreement will not apply to such Claim.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies including damages, injunctive relief on an individual basis, and other remedies that a court can award. Any determination as to whether this Binding 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. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction.

- **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.
- **LOCATION:** The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced.
- **COSTS:** You understand we will pay for any filing, administration, and arbitrator fees as imposed on you by AAA, although you will be responsible for your attorneys' fees unless you prevail on the merits of your Claim in arbitration.
- **ATTORNEYS' FEES:** If you prevail on the merits of your Claim in arbitration, we will pay your attorneys' fees. You will not be required to pay our attorneys' fees if we prevail.
- **SEVERABILITY:** In the event that the Class Action Waiver in this Binding Arbitration Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Agreement will be unenforceable. If any provision in this Binding Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **SURVIVAL:** This Binding Arbitration Agreement will survive termination of the Membership Agreements and Disclosures.
- **RIGHT OF OPT-OUT:** You have the right to opt-out of this Binding Arbitration Agreement, provided that you notify us of your intent to opt-out within 60 days after we provide you this Binding Arbitration Agreement. Your opt-out is only effective if you notify us in writing at Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313-2178, Attn: Operations Services within such 60 day time period, and provide your name, address, and Member Number in such written notice. If you fail to opt-out within this 60 day time period, you will be deemed to have provided your consent to the resolution of our Claims through binding arbitration. In the event you opt-out of this Binding Arbitration Agreement, such opt-out will not affect other terms and conditions of your Membership Agreements and Disclosures.

FOR MORE DETAILS or if you have questions, you must call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at 800-778-7879. You understand that any debt or loan obligation you may have with us that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Agreement.

## TRUTH-IN-SAVINGS DISCLOSURE

### I. TERMS AND CONDITIONS

#### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. You must be and remain a member in good standing to maintain any account. An applicant shall be admitted to membership:
  - a. Upon deposit of one regular share of \$1.00, to be held in a Smart Savings account. If you fail to complete the deposit of one regular share within 10 days of your admission, or if you reduce your Smart Savings account balance below \$1.00 and if you do not increase the Smart Savings account balance to at least \$1.00 within our three (3) month notice period, you may be terminated from membership at the end of a dividend period. Membership termination will not relieve you of any duty or obligation owed to the Credit Union, or
  - b. Payment of an entrance fee upon opening a loan product.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. Pursuant to Federal Reserve Board Regulation D, for all consumer accounts, except checking and certificate accounts, you may not make more than six (6) withdrawals or transfers to another Credit Union account you own or to a third party by means of a check, preauthorized or automatic transfer or telephonic order or instruction during any calendar month. If you exceed the transfer limitations set forth above, we may close your account, convert it to a checking account, or restrict access.
3. Individual Retirement Accounts (IRAs) are subject to the terms and conditions of our IRA Disclosure Statement that also sets forth contribution limits and distribution or withdrawal requirements. Premature distributions may be subject to certain Federal and state penalties.
4. Our delay in enforcing any of the terms and conditions of these Agreements and Disclosures shall not prohibit us from enforcing such terms and conditions at a later date.
5. We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to these Agreements and Disclosures.
6. You authorize us to accept items payable to any account owner for deposit to your account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not you endorsed it.
7. We reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
8. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items that bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorers to be present or to have their endorsements guaranteed before we accept the item.
9. You understand and agree that we may utilize automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree that reasonable commercial standards do not require us to do so.
10. You or we may terminate your account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. Moreover, if we receive conflicting claims to funds in an account we

hold, we may, at our discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction.

11. We reserve the right to close any account(s) discovered to be deliberately manipulated to our detriment and/or our membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions that have no apparent business reason other than to take advantage of Regulation "CC", hold periods and/or "interest float" to our detriment.
12. We may recognize the signature of anyone who signed a Premier Signature Card as authorized to transact business on that account. Any payment we made on your account in good faith and in reliance on the terms and conditions of these Agreements and Disclosures, and any Certificate Account agreement and disclosure and/or the Premier Signature Card shall be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.
13. We reserve the right to require that you give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
14. You understand and agree that Individual, Joint, Pay-on-Death Beneficiary accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
15. Ownership for all accounts shall be established and determined by the most recent Premier Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing an additional Premier Signature Card and for which a new account number will be assigned. The Credit Union may rely solely on its records to determine the form of ownership of and the authorized signers on your account(s).
16. You are required to keep us informed of your current mailing/email address. You may notify us online via Online Banking or the Mobile App, or in person at any of our branches, or you may send a signed written notice to: Premier America Credit Union, Attn: Member Operations, P.O. Box 2178, Chatsworth, CA 91313-2178. In the event that you fail to do this, a charge may be made to your account for the necessary actual cost paid to a locator service or to a person or concern normally engaged in providing such service in order to determine your current address.
17. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed longer than what is provided in our policy. Refer to our Funds Availability Policy for further details.
18. The Credit Union may, in its sole discretion, treat a deposited item as a "collection item." Handling an Item as a collection item means that the Credit Union sends the Item directly to the issuing financial institution for payment and credits your account when payment is received, rather than when deposited.
19. We reserve the right to accept or reject any item for deposit into any of your Accounts. If you deposit a remotely created check into any of your Accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely created check which you have deposited into your Account is returned by the drawee-payor bank for any reason, you agree that we may debit your Account for the amount of the item, plus any applicable fees. If the debit causes your Account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement, a "remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
20. We may refuse to accept checks for deposit or collection if they are payable in a foreign currency. If we accept a foreign check, you assume all the risk of loss associated with currency value fluctuations and late returns as well as any processing or handling fees that may be imposed by intermediary financial institutions or check processors.
21. All transactions, including without limitation those for which the Credit Union has provided a receipt, are subject to the Credit Union's final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Credit Union may reverse or otherwise adjust any credit it believes it has erroneously made to your account at any time without prior notice to you.
22. For all accounts, if a check or other item that we cashed for you or that you deposited to your account is returned to us unpaid for any reason, we may charge your account for the amount of the check or other item in addition to any fees that may apply. This may include, among other circumstances, checks that were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.
23. We may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each check charged back to your account. We may, at our option, notify you, by or in writing, if a check has been returned unpaid and the fee charged.
24. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
25. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and

- the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
26. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. You agree that we are not required to identify stale checks or seek your permission to pay them.
  27. All accounts are subject to our Consumer Schedule of Fees which accompanies these Agreements and Disclosures. We shall debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA Accounts.
  28. State laws require that inactive account balances or contents of safe deposit boxes be turned over ("escheat") to the state after a certain period of inactivity and such period may vary from state to state. Specifically for California, a dormant account must be turned over to the state after a period of three (3) years if you have not:
    - a. Increased or decreased the amount of any of your account(s) with us (or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
    - b. Corresponded in writing or electronically with us concerning any of your account(s); or
    - c. Otherwise indicated an interest in any of your account(s) as evidenced by a memorandum on file with us.
    - d. To recover funds turned over to the state, you must file a claim directly with the state.
  29. We may, but are not obligated to, transfer funds from your eligible share accounts or loan accounts on your written, oral, or electronic request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. We agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on our "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.
  30. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all accounts at the Credit Union.
  31. We agree to retain and furnish to you, upon request, photocopies of certain records pertaining to your account and that these records will be available to you within the time frame required by law. You agree to pay applicable fees for those copies.
  32. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to your account that we reasonably believe is valid. We may charge a fee, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process.
  33. In the event that a Credit Union check is lost or stolen, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Declaration of Loss and Claim for Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to us, or (ii) the 90th day following the date of the Credit Union check. You agree to indemnify us for any loss or claim occasioned by our attempting to or stopping payment on such check.
  34. You authorize us to gather whatever credit, checking account and employment information about you we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. We reserve the right to run periodic credit evaluations at our discretion. If we take adverse action on your account as a result of information obtained from a credit-reporting agency, we will advise you of that fact and supply you with the name and address of the agency. You authorize us to give information concerning our experiences with you to others.
  35. We are not responsible for any loss or damage that results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.
  36. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will not open an account without this TIN. For additional information on this requirement, refer to the section on "INCOME TAX REPORTING" contained in this Agreement and Disclosure.
  37. Pursuant to Federal law, the Credit Union must verify the identity of any person including legal entity beneficial owners seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a share account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
  38. Savings in this Credit Union are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government by the National Credit Union Administration (NCUA), a U.S. Government Agency. IRA accounts are separately insured, up to \$250,000.
  39. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account must commence within one year after the cause of action occurs.
  40. You agree to indemnify, defend and hold us and our employees harmless from and against every claim, demand, action, cost, loss, liability and expense including, without limitation, attorneys' fees that we incur by acting in accordance with these Agreements and Disclosures or as a result of your failure to abide by its terms.

41. Unless otherwise stated in these Agreements and Disclosures, California law will govern your account to the extent that California law is not inconsistent with controlling Federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.

**Periodic Statements** – As required by law, you will receive a periodic statement from us, or notice of the availability of your statement, detailing all activity on your account(s) during the statement period. The periodic statement, as described in the Agreements and Disclosures, may be delivered as a paper statement by U.S. Mail, or electronically to your email address. If you choose to receive paper statements, then a monthly Paper Statement Fee per statement sent may be assessed to your share account (see Consumer Schedule of Fees). The Paper Statement Fee is waived for members aged 17 and under and aged 66 and older. If you choose to receive electronic statements (eStatements) you will be sent an email notice directing you to Premier America's eStatements service available by logging in to Online Banking or the Mobile App at [www.PremierAmerica.com](http://www.PremierAmerica.com). You may review, save, print and otherwise copy/download your periodic statement. The email notice of eStatements availability will be sent to the email address on record provided by any owner.

You shall exercise reasonable care and promptness in examining your statements and must promptly notify us of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. 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. Notification must be within thirty (30) days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

**Prohibition on Storage of Cash in Safe Deposit Boxes** – Safe deposit boxes shall not be used for the storage of coin or currency.

**Suspension, Denial of Services and Expulsion** – Premier America Credit Union reserves the right to temporarily suspend services when your account is negative or your loan is delinquent and we are unable to contact you within a reasonable time. During this time you may be unable to access electronic services such as Online Banking, the Mobile App, ATMs, or electronic transfers. The temporary suspension may become permanent if we are unable to reach a mutually agreeable solution. Also, we reserve the right to expel, suspend or deny services to you, including the right to maintain a minimum share and to vote in annual and special meetings, and may restrict your access to our premises if: (1) you have caused a loss to the Credit Union; (2) you mishandle your account(s); (3) you are abusive or threatening toward our employees, members, or the Credit Union; (4) you do not provide satisfactory information in order for the Credit Union to validate your identity or residential street address; (5) you conduct high risk transactions requiring additional reporting and/or back office support that pose a high risk to the Credit Union. We further reserve the right to suspend, deny or expel members for non-participation or cause in accordance with Federal Law, State Law and the Credit Union's bylaws.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS OPENED ONLINE**

1. If you apply for an account online and it is your first account with us, it will not be established until (i) we have completed the process of verifying your application and identity; and, (ii) the initial deposit you use to fund your new account has been received by us. At that time your account(s) will be officially "open" and available for your use.
2. The initial deposit made to open your Account will not be available to you for seven (7) business days. Saturdays, Sundays and legal holidays are not considered business days. If at any time we reasonably believe that any information provided by you to us is inaccurate, or that a deposit may subject us to loss or liability or is illegal, we reserve the right to restrict the availability of funds in your Account for a period of up to 30 days, subject to our conducting a reasonable investigation. Once your account is officially "open", deposits other than your initial deposit will be available according to our Funds Availability Policy.
3. The Premier America Signature Card is one of the methods we may use to confirm your authorization for an account and the transactions conducted on the account. We require that you and anyone whom you authorize to conduct transactions on your account sign the Premier America Signature Card. If we do not receive a signed Premier America Signature Card within 75 days of your initial deposit, we reserve the right to restrict certain transactions on your account. These transaction restrictions may include, but are not limited to, restrictions on wire transfers, official check requests, non-proprietary ATM deposits, and other debit activity. We also reserve the right to close the account if a Premier America Signature Card is not signed by all account owners in a timely manner.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS**

1. If there is more than one owner, all agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of

the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge us from any liability.

2. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), you may pledge any or all of the funds on deposit in an eligible account as security for any loan(s) subject to our current loan policies. Further, a pledge of funds by any one of you shall be binding on all of you. You may not withdraw funds that are pledged as security on loan(s) without the written approval of an authorized Credit Union official except to the extent that such funds exceed your total primary and contingent liability to us. You may not withdraw any funds below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are a cosigner, endorser, or guarantor are delinquent, without the written approval of an authorized Credit Union official.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.
7. The Credit Union will have no responsibility for reviewing the number or combination of signatures on a transaction against your account, even if you indicated that more than one signature is required, and we will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the transaction or item. The Credit Union will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.
8. You agree to notify us immediately of the death or court-declared incompetence of any joint owner of your account. You agree to inform each owner of your account to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of impotency and have a reasonable opportunity to act on it.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MINOR ACCOUNTS**

1. For all minor accounts, the minor is the Primary and the Adult is the Joint on all accounts. All agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their new contributions with a right of survivorship and shall be subject to the withdrawal or receipt of any of the account owner(s) or the survivor(s) of any of the account owners. Any such payment shall be valid and shall discharge us from liability.
2. The adult on minor accounts must be 18 years of age or older and is deemed the owner of the account responsible for maintaining the account in good standing.
3. When the Primary (minor) turns 18 years old, you will have 90 days to complete a new Signature Card to move your membership from a New Generation Account (Youth) to a General Account (Adult). If the new Signature Card is not signed within 90 days, the account will be locked and funds will not be eligible for transfers.
4. The funds on deposit in a minor account may be used as collateral for a loan, however, the Joint would be the Primary borrower until the minor reaches adulthood and can refinance the loan as the new primary.
5. Except as set forth herein or in the applicable loan agreement(s), you may pledge any or all of the funds on deposit in an eligible account as security for any loan(s) subject to our current loan policies. Further, a pledge of funds by the Joint owner shall be binding. You may not withdraw funds that are pledged as security on loan(s) without the written approval of an authorized Credit Union official except to the extent that such funds exceed your total primary and contingent liability to us. You may not withdraw any funds below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are a cosigner, endorser, or guarantor are delinquent, without the written approval of an authorized Credit Union official.
6. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of established net contributions.
7. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
8. Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members.
9. You agree to notify us immediately of the death or court-declared incompetence of any joint owner of your account. You agree to inform each owner of your account to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of impotency and have a reasonable opportunity to act on it.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH BENEFICIARY DESIGNATIONS**

1. If you have made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to you during your lifetime, and upon your death, to your designated P.O.D. payee(s); or, if the account is jointly owned, to one or more account owner(s) during their lives, and on the death of all of

them, to one or more P.O.D. payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.

2. A Pay-On-Death designation cannot be changed by a will.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS**

1. If you are a trustor/trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.
2. We are not required to know, understand, interpret or enforce the terms of the Trust Instrument. We acknowledge that the account is governed by the applicable terms and conditions set forth in these Agreements and Disclosures and by the terms and conditions set forth in your "Premier Trust Profile and Certification." Living trust accounts are not subject to Multiple Party Accounts Law.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL MINOR CUSTODIAL ACCOUNTS**

1. The transferor/custodian is opening an account as custodian for the minor named on the Premier Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Premier Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. You acknowledge that by signing the Premier Signature Card, you have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in these Agreements and Disclosures as well as the terms and conditions of the Premier Signature Card.
3. The successor custodian named on the Premier Signature Card shall serve if you should be unable to act as custodian because you resign, die or become legally incapacitated.
4. You may not pledge any or all of the funds on deposit in the account as security for any loan(s).
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS**

1. You are duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.
2. If the account is blocked, you understand and agree that you shall file with the court a written receipt including an agreement with us that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
3. You may not pledge any or all of funds on deposit in the account as security for any loan(s).
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS**

1. You affirm that you are the sole proprietor of the sole proprietorship named on the Premier Business Signature Card. We may pay out funds with your signature. We may accept and/or endorse checks that we receive for deposit made payable to you or the sole proprietorship named on the Premier Business Signature Card. Funds received are not withdrawable until collected.
2. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

## **ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS**

1. The person(s) named on the Premier Business Signature Card, duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one of the signatories, as named on the Premier Business Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the Premier Business Signature Card are the genuine signature(s) of said authorized person(s); and that your authority shall continue in force until written notice to the contrary is received by the Credit Union.
2. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.



# ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL BUSINESS ACCOUNTS

**Accounts of Businesses and Organizations** – Business accounts held in the name of a business, organization or association are subject to all the conditions and terms contained in the Membership Agreements and Disclosures for natural person accounts and/or Business Membership Agreement and Disclosure and the following additional rules:

1. A business account is an account that is not held or maintained primarily for personal, family or household purposes. Examples of business accounts include an account that is owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a nonprofit corporation or a governmental unit.
2. An authorized signer is a person who signed a Premier Business Signature Card and whom you authorize to transact business on your account. The Credit Union may continue to recognize the authority of an authorized signer until the Credit Union has received and had a reasonable time to act upon written notice from you that an authorized signer is no longer authorized to transact business on your account. This written notice shall be in the form of a new Premier Business Signature Card reflecting any such change in authorized signer designation, or other documentation acceptable to the Credit Union.
3. The Credit Union will have no responsibility for reviewing the number or combination of signatures on a transaction against your account, even if you indicated that more than one signature is required, and we will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the transaction or item. The Credit Union will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.
4. The Credit Union may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorneys' fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).
5. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account.
6. Members are prohibited from engaging in unlawful internet gambling or any other illegal activity. You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

## II. PAYMENT OF DIVIDENDS

**Dividend Rates** – The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union and the Truth-in-Savings Act and Regulations. Dividend rates and Annual Percentage Yields (APY) are determined at the sole discretion of the Credit Union's Board of Directors. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. A dividend period is a calendar month. For dividend bearing Savings, Checking, and Money Market accounts the dividend rates and APYs are subject to change at any time without notice. For certificate accounts the dividend rate at the time the account is opened will remain in effect until maturity, and the then-prevailing dividend rate will apply at each renewal date. The Credit Union may also offer climbing-rate certificate accounts whereby the initial and the adjusted periodic dividend rates for the term of the certificate as disclosed at opening date will remain in effect until maturity. For specific dividend rate(s) for each type of dividend bearing account, refer to our website rate sheet.

**Compounding and Crediting** – For all accounts except dividend-earning checking and money market accounts, dividends are compounded and credited at the end of a dividend period and, if applicable, at maturity. For dividend-earning checking and money market accounts, dividends are compounded daily and credited at the end of a dividend period. Dividends begin to accrue on the business day you deposit to your account, provided the minimum required balance to earn the APY is met. For all accounts except certificate, money market accounts and dividend-earning checking accounts, you will not be paid the accrued dividend if you close your account before the end of a dividend period. For money market accounts and dividend-earning checking accounts, you will be paid the accrued dividend up to the account closing date. For certificate accounts closed before a maturity date, you will be paid the accrued dividend up to closing date, subject to any early withdrawal penalties. Dividend earned must equal a minimum of \$.01 in a dividend period to be paid.

**Balance Computation Method** – Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day provided the minimum required balance to earn the APY is met.

# III. PRODUCTS

## SAVINGS ACCOUNTS

## MONEY MARKET ACCOUNTS

## IRA ACCOUNTS

**Smart Savings** – This is a dividend-earning savings account. The Annual Percentage Yield (APY) is variable and may change without notice. Limit one Smart Savings account per member. The minimum opening deposit is \$1.00 and the minimum required to earn the APY stated on our website rate sheet is \$0.01.

**Regular Savings** – The minimum opening deposit is \$1.00, and the minimum required to earn the APY stated on our website rate sheet is \$0.01.

**Holiday Savings** – The minimum opening deposit is \$1.00, and the minimum required to earn the APY is \$.01. On or after November 1st of each year, the entire balance in this account will automatically transfer to your checking account, if you have one, or to your Smart Savings account.

**Youth Smart Savings** – This is a dividend earning account. The Annual Percentage Yield (APY) is variable and may change without notice. Limit one Youth Smart Savings account per member. The minimum opening deposit is \$1.00. This account is only eligible to be opened by those ages 0-17 and will automatically convert to a Smart Savings account at age 18.

**High Yield Money Market Savings or High Yield IRA Money Market Savings** – APY: Annual Percentage Yield. The minimum opening deposit is \$5.00. There is no minimum balance fee for this account. This is a flat-rate account with a rate applicable to balances of \$10,000.00 and higher as detailed on our website rate sheet. Dividends are paid at the current rate corresponding to each day's ending balance. The APY on the account is reduced to the APY published on our website rate sheet if on any day the end of day balance falls below \$10,000.00. The minimum required to earn any dividend is \$0.01. The High Yield Money Market Savings was discontinued on July 31, 2024, but remains active as a legacy account.

**IRA Savings** – The minimum opening deposit is \$1.00, and the minimum required to earn the APY stated on our website rate sheet is \$.01.

**Advantage Money Market Savings / Advantage IRA Money Market Savings** – The minimum opening deposit is \$5.00. There is no minimum balance fee for this account. This is a tiered, variable-rate account with different rates applicable to specified balance levels as detailed in our website rate sheet. The rate may change without notice. Dividends are paid at the prevailing rate corresponding to each day's full balance. The minimum required to earn any dividend is \$.01.

**Premium Money Market or IRA Premium Money Market Savings** – The minimum opening deposit is \$1,000.00. There is no minimum balance fee for this account. This is a tiered-variable rate account with different rates applicable to specified balance levels as detailed on our website rate sheet. Dividends are paid at the current rate corresponding to each day's ending balance. Interest is compounded daily and paid monthly. The minimum required to earn any dividend is \$0.01. This is a Cash Bonus account for shares opened January 2, 2024 – March 31, 2024. Beginning April 1, 2024, the Cash Bonus will cease. *The Premium Money Market Savings was discontinued on March, 31, 2024, but remains active as a legacy account.*

**Money Market Savings or IRA Money Market Savings** – The minimum opening deposit is \$5.00. There is no minimum balance fee for this account. This is a tiered-rate account with different rates applicable to specified balance levels as detailed in our website rate sheet. Dividends are paid at the prevailing rate corresponding to each day's full balance. The annual percentage yield on the account is reduced to the APY published on our website rate sheet if on any day the end of day balance falls below \$2,500. The minimum required to earn any dividend is \$.01.

**Savings and Money Market Account Withdrawal Limitations** – You may not make more than six (6) withdrawals or transfers to another Credit Union account you own or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction during any calendar month. If you exceed the transfer limitations set forth above, we may close your account, convert it to a checking account, or restrict access.

**Pledging as Collateral** – Deposits in excess of the minimum required balance in Smart Savings, New Generation Savings and Regular Savings may be pledged as collateral to a loan with the Credit Union.

## CERTIFICATE/IRA CERTIFICATE ACCOUNTS

**Minimum Balance Requirements** – A Certificate Account or an IRA Certificate Account can be opened at one of various terms as published on our website rate sheet. The minimum balance must be maintained to earn the applicable APY, which assumes that dividends remain in the account until maturity and withdrawals may reduce earnings.

**Early Withdrawal Penalties** – A partial withdrawal of the principal is subject to a penalty equal to: (a) 90 days' dividend if the term is less than one year; (b) 180 days' dividend if the term is one year or longer, applied to the amount withdrawn. If a withdrawal brings the principal below the minimum required balance, the penalty will be applied to the entire principal and the Certificate will be cancelled. In some cases, early withdrawal penalties may reduce the principal. Penalties shall

not apply to: withdrawals of paid dividends; withdrawals made subsequent to the death or total and permanent disability of any owner; mandatory IRA certificate distributions; or withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

**Automatic Renewal** – Standard Certificates will automatically renew at each maturity date, for the same term and at the then prevailing rate unless you instruct us otherwise. Special or promotional certificates will automatically renew at each maturity date, for the term previously disclosed and at the then prevailing rate unless you instruct us otherwise. You have a grace period of 7 calendar days beginning from and including the last maturity date during which deposits, withdrawals or a change in term may be made without penalty. A withdrawal within the grace period will be paid additional dividends at the renewal rate in effect as of the last maturity date.

**Transaction Limitations** – Additions to principal during the term of your Certificate are not permitted, unless separately disclosed. Additions to principal during the term of your IRA Certificate are permitted only up to the allowable annual contribution.

**Pledging as Collateral** – Certificate accounts may be pledged as collateral to a loan, unless otherwise separately disclosed. IRA certificate accounts cannot be pledged as collateral to a loan.

**Youth Launch Certificate** – Only members 0-17 years of age are eligible for this product. Minor must be listed a primary owner, with an adult required as a joint owner. The minimum opening deposit is \$100.00. This account will automatically mature to a Smart Savings account at maturity after the member reaches age 18. Prior to turning 18, the Certificate may be renewed. This product falls under the "Additional Terms and Conditions Applicable to Minor Accounts" section of this Agreement.

## CHECKING ACCOUNTS

**Fresh Start Checking** – This is a non-dividend-earning checking account available to people who have account relationship reports, such as ChexSystems. The minimum opening deposit is \$25. Refer to the Consumer Schedule of Fees for the applicable Monthly Service Fee. Members with a Fresh Start Checking Account who have maintained their account in good standing and without overdraft items for twelve (12) months may apply for any of our other checking accounts.

**Platinum Checking** – This is a tiered-rate account with different rates applicable to specified balance levels as published on our website rate sheet. The minimum opening deposit is \$25. Dividends are paid at the prevailing rate corresponding to each day's full balance. The minimum balance required to earn any dividend is \$5,000. The Annual Percentage Yield is variable and may change without notice. See rates published on our website rate sheet for current dividend. A Minimum Balance Fee (see Consumer Schedule of Fees) will be assessed any month one of the following conditions is not in effect:

- The end-of-day balance in the Platinum Checking Account falls below \$10,000, or
- The end-of-day balance in an aggregate of all Savings and Money Market Savings account balances falls below \$25,000, or
- Have an open Premier America first mortgage.

*The Platinum Checking account was discontinued on September 12, 2023, but remains active as a legacy account.*

**Premier Checking** – This is a dividend-earning checking account. The Annual Percentage Yield is variable and may change without notice. The minimum opening deposit is \$25, and the minimum required balance to earn the APY is \$1. For current rates please see our website rate sheet. The account will be assessed a Minimum Balance Fee if the end-of-day balance in the account falls below \$1,500 during a calendar month (refer to the current Consumer Schedule of Fees). *The Premier Checking account was discontinued on September 12, 2023, but remains active as a legacy account.*

**Premier Plus Checking** – This is a dividend-earning checking account. The Annual Percentage Yield is variable and may change without notice. Dividends are paid at the prevailing rate corresponding to each day's full qualified balance. The rate earned is dependent upon meeting the set criteria to earn the higher dividend rate; opt-in to eStatements, and 15 debit and/or credit card transactions posted during the preceding month. The minimum opening deposit is \$25. There is no monthly service/maintenance fee. For current rates, please see our website rate sheet. This account is eligible for Courtesy Pay. See current Schedule of Fees for details related to accessible fees. This account is eligible for up to \$20 per month in non-network ATM fee reimbursements to be paid daily as a credit to the account.

**Primary Checking** – This is a non-dividend-earning checking account with no minimum balance requirement. The minimum opening deposit is \$25. *The Primary Checking account was discontinued on September 12, 2023, but remains active as a legacy account.*

**Smart Spending** – This is a non-dividend-earning spending account with no minimum opening deposit and no monthly minimum balance required. There is no monthly maintenance/service fee. Account debits/withdrawals are eligible for Oops Overdraft Protection if an automated direct deposit (minimum \$500) is made 35-days prior to the presentment of the overdraft item. There are no overdraft fees applicable to this account. If you overdraft your account, your transaction will be declined and returned unpaid if you don't have sufficient funds in your account and the overdraft is not eligible for Oops Overdraft Protection. This account is available to individuals 13 years and older. For individuals aged 13 to 17 years of age, a parent or other sponsoring adult must be a joint owner.

**Early Payment of Direct Deposits** – You may receive the funds from a direct deposit up to two days early if you have a checking account with us and have set up a recurring qualifying direct deposit

that we receive via Automated Clearinghouse (ACH). You can set up direct deposit by providing your MICR/account and credit union routing number to your payor. Earlier availability of direct deposits is dependent on the timing of your payor's payment instructions. The credit union does not guarantee early availability of any direct deposits, and eligibility of a direct deposit for early availability is at our discretion and may change. We cannot always guarantee that you will receive your direct deposits up to 2 days early due to unanticipated circumstances. Any direct deposit that is not posted early will otherwise be made available according to our funds availability policy. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your account is returned, rejected, or otherwise uncollected by the credit union. We reserve the right to discontinue the early availability of direct deposit at our sole discretion and without any further notice to you. Early deposits are automatic and there is no fee.

**Change Jar** – When you enroll in the Change Jar savings program, the amount of any one time debit card purchase by you or an authorized card holder of your Checking Account will be rounded up to the next whole dollar, and the amount in excess of the purchase will be transferred from your checking account to your savings account. If the debit card purchase is an even dollar amount, \$1.00 will be transferred to your savings account. The round-up from each business day's purchases will be aggregated and debited from your checking account and posted to your designated savings account in a single transfer (described as 'Change Jar' transfer on your statement or Account Summary) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account to make the Change Jar transfer, or if any transaction has overdrawn your Checking Account, the Change Jar transfer will be cancelled for that business day. If your debit card purchase is cancelled or reversed after the Change Jar transfer has been made, the corresponding Change Jar transfer will not be reversed and will remain in the savings account. The Change Jar program may be changed or cancelled at any time. Change Jar is only available on debit cards linked to your Premier America Credit Union checking account. Change Jar is not available for business accounts.

**Pledging as Collateral** – Checking accounts may not be pledged as collateral to a loan.

**Electronic Checks** – We may pay and charge to your applicable account checks drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR-encoded information identifying your account, provided there are sufficient funds in your account to pay such checks. You agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such checks. You further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, we shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to you of any kind.

**Stop Payment** – You, or any other person authorized to draw on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. Your stop payment must include the account number and check number. A stop payment fee may be assessed for each stop payment request. Please see the Consumer Schedule of Fees for details when a fee will apply. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend and hold us harmless for all claims, actions and damages related to or arising from our action in stopping payment of any check pursuant to your request. If you give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective and may be subject to additional stop payment fee. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by us.

## OTHER CHECKING ACCOUNT TERMS AND CONDITIONS

1. We may, at our discretion, but are not obligated to nor shall we be liable for refusal to pay funds from this account:
  - a. When such payment would draw the account below the minimum balance for the account as established from time to time by us;
  - b. If drawn by means not authorized in advance by us; and,
  - c. Against checks presented over six (6) months past their dates.
2. If we have made a good faith payment to a holder, we may charge your account according to the original terms of your check, or the terms of your completed check unless we have notice that any such completion is improper.
3. The death or incapacitation of you, or any joint owner(s) on your account(s), or the dissolution of your organization shall not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death, or adjudication of incompetence or incapacitation, or dissolution, and have the reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. You and/or any joint owner(s) on your account(s) shall notify us if any of you die or become incapacitated or your organization is dissolved.
4. If we have paid a check under circumstances giving a basis for objection by you, we shall be

subrogated to the rights of:

- a. Any holder in due course on the check against the drawer or maker;
  - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
5. We receive deposits and withdrawal transactions in many different forms throughout each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account, at our sole and absolute discretion, to the extent permitted by law. We also reserve the right to accept, pay or authorize some items, while declining or returning other items, as we consider appropriate, to the extent permitted by law.
  6. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages you prove. In the event of a dishonor of any check, share draft or other debit on your account, your determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned. If we should choose to make a subsequent account balance check, we must use the last figure in deciding whether to dishonor the check, share draft or other debit.
  7. You agree, in the event you draw a check on your account with us, to hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
  8. We may recognize the signature of anyone who signed the Premier Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts you create whether or not you participate in the transaction or benefit from its proceeds.
  9. If the Premier Signature Card is signed by more than one person, you hereby appoint each other as agents and attorneys-in-fact to overdraft from any of your savings or loan accounts (including accounts on which you are joint owners, except IRA accounts).
  10. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in notifying us.
  11. As a convenience to you, we will submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your applicable checking account (or if there are insufficient funds, any other savings or checking account of which you are an owner, or any other savings or checking account of any joint owner(s) of the applicable checking account) for the cost of delivered checks ordered, plus applicable sales tax and shipping costs. You are responsible for verifying the accuracy of all information shown on your checks whether you order them through us or elsewhere.
  12. As these are truncated checking accounts, checks are not returned with statements. Checks are imaged on both sides and stored for seven years from date of posting. Check images for the previous twelve (12) months may also be retrieved via Online Banking. You may request and we will provide you with a photocopy of a requested item within a reasonable time. We will not charge you for copies of the first two (2) items you request per month if not available via Online Banking. Additional copies will be subject to an assessment of a fee (see Consumer Schedule of Fees) if the checks are available via Online Banking. If you have not ordered your checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. Copies or images of certain electronic checks whereby the original items were returned to you directly by the payee may not be available.
  13. In order to assure that payment is not made on any postdated check you write, you must notify the Credit Union in the same manner and in such time as is required to process a stop payment order, and we may assess a stop payment fee. If you do not provide appropriate notice to the Credit Union, you acknowledge and agree that we may not verify the date of the check, and, unless prohibited by law, you authorize us to pay the check and debit your account, even if the check is presented for payment prior to the date written on the check, in addition, we may, in our sole discretion, return the postdated check. You also acknowledge and agree that we will not be liable to you or any payee or payer if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.
  14. All checks written on your account must be drawn in U.S. dollars.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**What is a substitute check?** To make check processing faster, Federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the check images that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, items with non-sufficient funds fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividend if your account earns a dividend) within 10 business days after we receive your claim and the remainder of your refund (plus dividend if your account earns a dividend) not later than 45 calendar days after we receive your claim.

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

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call 800-772-4000, or contact us at:

Premier America Credit Union  
P.O. Box 2178  
Chatsworth, CA 91313-2178

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

## IV. COURTESY PAY AND OVERDRAFT DISCLOSURE

**Overdraft Policy** – In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdraft transactions that would cause your eligible checking or Smart Spending account to have a negative balance in the account based on the account's "available balance" at the time a transaction is presented. We refer to this service as our Courtesy Pay Service, which is applicable to all checking accounts with the exception of the Smart Spending account which is governed by Oops Overdraft Protection. This Courtesy Pay and Overdraft Disclosure sets forth the terms and conditions applicable to the Courtesy Pay Service. If your account becomes overdrawn and you do not have overdraft protection, you are obligated to reimburse us on demand.

**What is an Overdraft?** Some transactions can result in an overdraft (i.e., negative balance) in your checking account, when your available balance is insufficient to cover a transaction, but we pay it anyway under our:

- Courtesy Pay Service for our Primary, Premier, Premier Plus and Platinum checking accounts
- Oops Overdraft Protection for the Smart Spending account (Oops Overdraft Protection is exclusive to the Smart Spending account).

These transactions that can result in overdrafts include, but are not limited to:

1. The payment of checks, electronic transfers, -initiated transfers, preauthorized payments under our Bill Pay Service, or other withdrawal requests authorized by you including, but not limited to, ATM transactions, Debit Card transactions, point-of-sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient;
2. The return (unpaid) of items deposited by you;
3. The imposition of service charges by us; or
4. The deposit of items which are treated as not yet "available" according to our Funds Availability Policy.

The paying of a non-sufficient funds item is not a credit transaction and requires no application or credit approval process.

**Overdrafts Based on Your Available Balance** – The available balance in your account plays an important role in the operation of the account and our Courtesy Pay Service and Oops Overdraft Protection. If you do not have a sufficient available balance to cover a transaction when it posts to your account, our decision to pay the transaction can result in an overdraft (negative balance) and the associated fees. Of course, a fee could also be imposed if an item is returned due to an insufficient available balance. Please see the Consumer Schedule of Fees for applicable fees. Please Note: there are no overdraft or non-sufficient funds fees applicable to the Smart Spending account, even if an overdraft occurs.

Your available balance is the most current record we have about the funds that are available for withdrawal from your account. Your available balance may be disclosed to you through our Online/Mobile Banking Services, our Automated Banking Service, or at a Credit Union proprietary ATM.

When your available balance is disclosed to you through Online/Mobile Banking Services, our Automated Banking Service, or at a Credit Union proprietary ATM, we will use the term "available balance." Differing amounts shown as "current balance" are not used by us to determine whether you have sufficient funds to cover a transaction because the "current balance" does not reflect holds, pending transactions, or other amounts that reflect in your account "available balance." It is important that you understand the difference between the current balance and the available balance.

Your "available balance" is the balance in your account after deducting: (1) deposits that are not yet available for withdrawal under our Funds Availability Policy; (2) debit card or other transactions we are legally obligated to pay or have already paid out in cash; (3) other pending transactions (such as ACH transactions, or pending debit card purchases and related authorization holds on funds in your account that we have authorized but that have not yet posted to your account); and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements. Your account is considered overdrawn when we pay a transaction that posts to your account when the available balance in your account is insufficient to pay the transaction, resulting in a negative balance (less than \$0) or a further negative balance if the account already had a negative balance at the time of posting. It is very important for you to 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 want to initiate. Your available balance does not reflect all of your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions or amounts that have not been paid from your account. For example, outstanding checks you have written will not be reflected in your available balance until they are presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions, particularly as a result of merchant authorization holds. For example, if you initiate a transaction with a merchant, and 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, and the available balance will be reduced by the amount of the authorization hold. The following example illustrates how this works:

Assume your current 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 current 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 current balance is \$50.

If the merchant obtains our prior authorization for the transaction but does not submit a one-time debit card transaction to us for payment within three (3) business days of our authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, although even if we release the hold, if we subsequently receive the transaction from the merchant, we are generally required to and will pay the transaction from your account. You must refer to the section entitled "Authorization Holds for Debit Card Transactions" in the Electronic Services Agreement and Disclosure below for information about how authorization holds affect your available balance.

Also, your available balance may not reflect the most recent deposits to your account. You must refer to the Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

We urge you to record and closely track all of your transactions to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card, and if the available balance reflects more funds in your account than the amounts of transactions you have authorized or initiated, you must ensure that you have enough funds in your account to pay all such transactions.

**What Overdraft Transactions are Covered?** The Courtesy Pay Service is available for checks and other transactions made using your Primary, Premier, Premier Plus, and/or Platinum checking account number, including electronic transfers, -initiated, preauthorized payments under our Bill Pay Service, ACH transactions [including debit card transactions with a card not issued by Premier America], recurring Debit Card transactions and other preauthorized transfers.

Oops Overdraft Protection is available for checks and other transactions made using your Smart Spending account number, including electronic transfers, -initiated, preauthorized payments under our Bill Pay Service, ACH transactions [including debit card transactions with a card not issued by Premier America], recurring Debit Card transactions and other preauthorized transfers.

**Optional Overdraft Transactions** - For Primary, Premier, Premier Plus and Platinum checking accounts, the following types of transactions require you to "opt in," in other words, you must provide us with your affirmative consent, if you would like to include them in the Courtesy Pay Service:

1. ATM transactions; and
2. Everyday Debit Card transactions (with a Premier America debit card).

**Choosing not to opt in may result in ATM and everyday debit card transactions being declined.** If you want the Credit Union to authorize and pay overdrafts from your Primary, Premier, and/or Platinum checking account for the above transactions, you must provide us with your consent by calling us at 800-772-4000 or 818-772-4000, visiting any branch and speaking with a Member Service Representative, or visiting [www.PremierAmerica.com](http://www.PremierAmerica.com) and logging in to Online Banking or by accessing the Mobile App.



**Eligibility for Courtesy Pay Service or Oops Overdraft Protection** – The Courtesy Pay Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with your Primary, Premier, Premier Plus, and/or Platinum checking account (unless you opt-out of the Courtesy Pay Service – see below). Oops Overdraft Protection is exclusively available with the Smart Spending account. Oops Overdraft Protection is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with your Smart Spending account when you meet the stated recurring direct deposit requirement. Eligibility for the Courtesy Pay Service and Oops Overdraft Protection is at the sole discretion of the Credit Union and is based on you managing your account in a responsible manner. Paying of items for non-sufficient funds may only be applied to your Checking Account if:

- You maintain your membership in good standing; and
- You are not in default on any loan or other obligation to us.

**The Courtesy Pay Service and Oops Overdraft Protection are Benefits** – Any Courtesy Pay or Oops Overdraft Protection payment will be made by us on a case-by-case basis, in our sole and absolute discretion. The Courtesy Pay Service and Oops Overdraft Protection does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Courtesy Pay Service and Oops Overdraft Protection are a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the credit union at any time, without prior notice, reason or cause.

**How the Courtesy Pay Service and Oops Overdraft Protection are Administered** – If the Courtesy Pay Service or Oops Overdraft Protection are available to you, we will generally pay your overdraft items including fees. You will be notified by mail, or, if you have agreed to receive notices from us in an electronic format, you will be notified electronically, of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, you understand that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your checking account is in good standing and even if we have paid previous overdrafts.

**When is the Overdraft Payment Due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit with us sufficient funds to cover the overdraft paid by us and pay the related fees.

**Payment Order of Items** – You understand that we may without liability accept, pay, guarantee or charge items to the account in any order convenient to us. This means that items may not be posted in the order in which they occurred. You understand that the order in which items are posted can affect the total amount of fees that may be assessed against your Checking Account. We receive deposits and withdrawal transactions in many different forms throughout each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account, at our sole and absolute discretion, to the extent permitted by law. We also reserve the right to accept, pay or authorize some items, while declining or returning other items, as we consider appropriate. Some items are received by us individually and others are received in batches throughout each business day. Debit card transactions, both one time and recurring, and ATM and teller transactions are received individually and are posted as presented. Checks drawn on your account presented by other financial institutions, “on us” checks, and ACH transactions are received in batches and are posted as they are received throughout the day. With regard to batch transactions received in a given day, deposits and credits are processed and posted before withdrawals or debits, subject to our Funds Availability Policy limitations. Check transaction withdrawals that are received in the same batch are posted in ascending check number order, from low check number to high check number. ACH debits that are received in the same batch are posted in ascending order, beginning with the lowest dollar amount ACH debit transaction through the highest dollar amount ACH debit transaction in the batch.

The timing and order used to post items to your account will depend upon a number of factors. We reserve the right to (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of these factors described in (i), (ii), (iii) and (iv) at any time. You agree that we may in our discretion make these changes at any time to the extent permitted by law without notice to you.

**Courtesy Pay Fees** – Any items returned unpaid because of insufficient available funds or paid without sufficient available funds in your Primary, Premier, Premier Plus, or Platinum checking account and overdraft source(s) will be subject to fees. Whether we choose to pay or not to pay the overdrawn check or other item/transaction, you are subject to the Non-Sufficient and Uncollected Funds Fee for each such item (see Consumer Schedule of Fees). This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Courtesy Pay Service. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

**Transfers to Cover Overdrafts** – You also agree that we have the right to transfer available funds from other accounts you may have with us to cover the overdraft and pay the related fees. You understand and agree that we may transfer funds to your checking account from any of your other account(s) with us (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft which we may pay according to the terms and conditions of this Courtesy Pay and Overdraft Disclosure and to pay the related fees. Transfers will be processed only on our business days. If funds are not available on the day authorized, the transfer will not occur.



**Right of Off-Set** – In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you opt-out of the Courtesy Pay Service (see below), you consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by us, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Courtesy Pay and Overdraft Disclosure. We reserve the right to limit the Courtesy Pay Service to one (1) account per household or member.

**Default** – You will be in default under the terms of this Courtesy Pay and Overdraft Disclosure if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend or terminate the Courtesy Pay Service and/or Oops Overdraft Protection or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees, and court costs which we or you shall or may incur as a result of your default. We may terminate or suspend the Courtesy Pay Service at any time without prior notice. In no event shall any termination relieve you of your obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.

**Your Right to Opt-Out of the Courtesy Pay Service or Oops Overdraft Protection** – If you prefer not to have the Courtesy Pay Service or Oops Overdraft Protection (the latter being exclusive to the Smart Spending account), please call us at 800-772-4000. We will remove the Courtesy Pay Service from your Primary, Premier, Premier Plus, or Platinum checking account or Oops Overdraft Protection from your Smart Spending account. If you opt-out of the Courtesy Pay Service (applicable to Primary, Premier, and Platinum checking), you will still be charged a non-sufficient funds fee for each item returned.

**Optional Overdraft Protection Transfer Plans** – We have standard overdraft practices that come with your account under the Courtesy Pay Service and Oops Overdraft Protection. We also offer overdraft protection plans, such as a link to a regular share savings account, credit card, or line of credit account, which may be less expensive than our Courtesy Pay Service, and we recommend that you consider enrollment in such overdraft protection plans. If you apply and are approved for an overdraft protection plan and do overdraw your account, we will first transfer funds (to the extent available) under the overdraft protection plan prior to relying on the Courtesy Pay Service. The terms of such overdraft protection plans will be separately disclosed to you prior to enrollment. By enrolling in an overdraft protection plan, you authorize us to cover the overdraft from your linked Checking Account or Savings Account or by making a cash advance from your Line of Credit, if any, or make a withdrawal from other accounts on which you are a joint owner. If you have an Overdraft Line of Credit in conjunction with your Checking Account, then you may use that Line of Credit to fund any overdraft on your Checking Account including overdrafts caused by any Electronic Check Transactions, ATM or POS terminal access. You understand that you may not otherwise use your ATM Card(s) or Debit Card to overdraw your Savings Account or Checking Account, or your Line of Credit, if applicable. A transaction fee may be assessed (refer to the Consumer Schedule of Fees). To learn more, call us toll-free at 800-772-4000 or 818-772-4000, to discuss Overdraft Protection options and plans.

## V. INCOME TAX REPORTING

(SECTION REFERENCES ARE TO THE INTERNAL REVENUE CODE)

**Purpose** – Each January, the law requires us to report to the Internal Revenue Service (IRS) and to provide you a statement showing dividends and interest paid to you during the preceding calendar year. Each May, the law also requires us to report your contributions to and withdrawals from your IRA accounts.

**Tax Identification Number (TIN) and Backup Withholding Certification** – You may use our Premier Signature Card to provide us with your correct name and Tax Identification Number (TIN) and to certify that you are not subject to backup withholding. If you are an individual, your TIN is generally your Social Security Number (SSN). If you have changed your last name (for instance, due to marriage) without informing the Social Security Administration, you may provide your first name and both the last name shown on your social security card and your new last name. For organizations and other non-individuals, the TIN is the Employer Identification Number (EIN). You must provide your number to us even if you are not required to file an income tax return. You may not open any account with us unless you have a valid TIN. A non-resident alien or foreign entity not subject to information reporting must certify their exempt status by completing Form W-8BEN, Certification of Foreign Status, and this certification of exempt status must be done every three (3) years (or more often upon our request) to avoid backup withholding.

## What Number to Give for Information Reporting

<i>For this type of account:</i>	<i>Give the name and SSN of:</i>
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account. If only one person on a joint account has an SSN, that person's number must be furnished.
3. Custodian account of minor (Uniform Gift to Minors Act)	
4. a. The usual revocable savings trust (grantor is also trustee)	The minor
b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee
	The actual owner
<i>For this type of account:</i>	<i>Give the name and EIN of:</i>
5. Sole Proprietorship	The owner <sup>1</sup>
6. A valid trust, estate or pension trust	Legal entity

1 You must show your individual name, but you may also enter your business or "DBA" name. You may use your SSN or EIN (if you have one).

**How to Obtain a TIN** – If you do not have a TIN, you should apply for one immediately on Form SS-5, Application for a Social Security Number Card (for individuals), or Form SS-4, Application for Employer Identification Number (EIN) (for businesses and all other entities), or Form W-7, Application for IRS Individual Tax Payer Number (for individuals who are not U.S. citizens, nationals or permanent residents) at your local office of the Social Security Administration or the Internal Revenue Service.

**Backup Withholding** – Reportable payments you receive from us may be subject to backup withholding if: (1) you fail to provide and certify to the required information, (2) we are instructed by the IRS to withhold, and (3) you are notified by the IRS that you are subject to backup withholding. We must generally withhold at the applicable rate of taxable interest, dividend, and certain other payments to you if you do not furnish us your TIN. Certain penalties may also apply. Contact your tax consultant or the IRS if you need additional information on withholding and information reporting.

**Penalties and Misuse of TINs** – If you fail to furnish your correct TIN to us, you are subject to a penalty for each such failure unless your failure is due to reasonable cause and not to willful neglect. If you make a false statement with no reasonable basis that results in no backup withholding, you are also subject to a penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. If we disclose or use TINs in violation of Federal law, we may be subject to civil and criminal penalties.

**Privacy Act Notice** – Section 6109 of the Internal Revenue Code requires you to give your correct TIN to whomever must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws.

## VI. FUNDS AVAILABILITY POLICY

We may hold the availability of funds from your cash and check deposits in accordance with statutory limits. During the hold period, you may not withdraw the funds, and we will not use the funds to pay checks that you have written.

**Availability of a Deposit** – The length of the hold is counted in business days from the day of your deposit. Every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit at the Credit Union branch during regular branch hours 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 branch hours or on a non-business day, we may consider that the deposit was made on the next business day we are open. The length of the hold varies depending on the type of deposit and is explained below.

**Same Day Availability** – Funds from the following deposits to your account will be available on the day we receive the deposit:

- Electronic direct deposits
- Cash
- Wire transfers
- Checks drawn on a Credit Union account that has sufficient funds to cover the checks

**Next Day Availability** – Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- State and local government checks that are payable to you

- Cashier's, certified and teller's checks that are payable to you
- Federal Reserve bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to you.

If you do not make your deposit to one of our tellers (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

**Other Check Deposits** – Funds from other check deposits will not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be made available on the first business day. These checks will generally be available no later than the seventh business day after the day of deposit. If you deposit more than one check in a day, only \$225 from the deposit will be available on the first business day after the day of your deposit.

**Funds Transferred Electronically Through Online Banking** – The first \$225 from funds transferred electronically through Online Banking from an external account to your Premier America account will be made available on the first business day after the day of your deposit. Remaining deposited funds will be available on the second business day after the day of deposit.

**Mobile Deposits** – The first \$225 from mobile deposits will be made available on the first business day after the day of your deposit. Remaining deposited funds will generally be available no later than the seventh business day after the day of 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 or the first \$5,525 of a day's total deposits of U.S. Postal Money Orders, 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. The excess over \$5,525 may be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.
- Funds transferred electronically through Online Banking from an external account to your Premier America account, will not be available until the second business day after the day of your deposit.
- Funds from mobile deposits of up to \$10,000 (\$1 to \$10,000) will be made available on the fourth business day after the day of your deposit. The remaining funds from mobile deposits greater than \$10,000 will generally be available no later than the seventh business day after the day of the deposit.
- Funds from all other check deposits may be held up to seven (7) business days after the day of your deposit.

**Deposits at ATMs** – Deposits made after the cut-off time indicated in our own automated teller machines (ATMs) will be considered as having been made on the following business day. Deposits made in our own ATMs will be available on the second business day after the day we receive your deposit. Deposits (cash or checks) made at ATMs we do not own or operate, including ATMs operated by a shared branch or CO-OP, may not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines. Funds available from cash withdrawn from local checks and checks deposited at nonproprietary ATM's is \$450.

**Longer Delays May Apply** – We may delay your ability to withdraw funds you deposit by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as a failure of computer or communication 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 may generally be available no later than the seventh business day after the day of your deposit.

**Endorsement Standards** – The Federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear of endorsements or markings. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. On the back of the check, use the space above the line with the heading "ENDORSE HERE" for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

When you draw a check on your checking account with us, you are responsible for any delay or misrouting of the check caused by markings you placed on the check that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

# ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

## I. TERMS AND CONDITIONS

In this Electronic Services Agreement and Disclosure, the words “you,” “your” and “yours” mean each and all of those who apply for and/or use any of the Electronic Services described herein. The words “we,” “us” and “our” mean Premier America Credit Union or any one of our Electronic Service Providers. This Agreement and Disclosure is given in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the Electronic Services you have requested.

Premier America Credit Union provides a number of services through electronic channels: preauthorized deposits including but not limited to payroll or pension checks and Federal Recurring Payments (for example, Social Security payments); certain preauthorized withdrawals and other recurring payments; Automated Teller Machine (ATM) services at our own (“proprietary”) ATMs and on “Shared Network” ATMs such as CO-OP and STAR; Automated Banking Service; Electronic Fund Transfers; Electronic Check transactions; Point-of-Sale (POS) transactions; Online Banking services and Bill Pay services; Mobile Apps and such other systems or services as may be added from time to time (hereafter collectively referred to as “Electronic Services”).

Disclosure information applicable to all Electronic Services offered by Premier America Credit Union is given below, with certain specific disclosure information for each service following in separate sections. You understand that the agreements, rules and regulations applicable to all of your share and loan accounts remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement.

By requesting, retaining, signing or using your ATM, Credit and/or Debit Card (“Card”) or Personal Identification Number (PIN) or Online/Mobile Banking and Bill Pay password, or by performing any other electronic transactions, you agree on behalf of yourself, and any other person you have authorized, to use the Card(s), PIN and the Electronic Services in accordance with the following terms and conditions.

### GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

**Business Day Disclosure** – Our business days are Monday through Friday, except holidays. Our ATMs are open, but not always accessible, 24 hours a day with minor interruptions for business needs. The Automated Banking Service, Online Banking, Mobile App, and Bill Pay are generally available 24 hours a day, 365 days a year with minor interruptions for end-of-day processing or other business needs. ATM transactions occurring after 3:00 p.m. local time will be posted the next business day. Online/Mobile Banking and Banking transactions occurring after 11:30 p.m. Pacific Time are generally posted the next business day.

**Disclosure of Account Information to Third Parties** – We will disclose information to third parties about your account or transfers you make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or court order; or any legal process; or
4. If you give us written permission.

**In Case of Errors or Questions About Your Electronic Services Transactions** – If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, you must us or write to us as shown below as soon as you can. If you are questioning a signature-based Debit Card transaction, you must write us in order to preserve your rights; a call is not sufficient. For errors or questions regarding Electronic Services, including Bill Pay, call Premier America at 800-772-4000 or 818-772-4000, or email us at [notify@PremierAmerica.com](mailto:notify@PremierAmerica.com), or write to:

Premier America Credit Union,  
P.O. Box 2178, Chatsworth, CA 91313-2178.  
Attn: Card Disputes (for card-based transactions), or  
Attn: Operations Services (for all other electronic transactions)

For Bill Pay errors or questions, you may also inquire directly through the product. We must hear from you no later than sixty (60) days after we sent you the first (1st) statement on which the problem or error appeared. If you tell us orally, we may require that you send us your dispute or question in writing within ten (10) business days. You must give us the following information:

1. Your name and account number;
2. The dollar amount and the date of the suspected error;
3. Description of the error or the transaction you are unsure about and an explanation of why you believe it is in error or why you need more information.

We will tell you the results of our investigation within ten (10) business days – or twenty (20) business days in the case of a transaction resulting from a Point-of-Sale transaction, or a transaction made outside of the United States – after we hear from you in writing and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days – or ninety (90) calendar days in the case of a transaction resulting from a Point-of-Sale transaction, or a transaction made outside of the United States – to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days – or twenty (20) business days in the case of a transaction resulting from a Point-of-Sale transaction, or a transaction made outside of the United States – for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive your written complaint within ten (10) business days, we will not provisionally credit your account.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If a provisional credit is reversed, you will receive notice of the date and amount of the reversal. You may ask for copies of the documents that we used in our investigation.

Your Debit Card is not a credit card. Therefore, if you have a dispute with a merchant regarding the quality of goods and/or services purchased with your Debit Card, you will have to settle your dispute directly with the merchant. We are not responsible or liable for the merchant's actions, including any misrepresentations by a merchant, when a Debit Card is used.

**Our Liability for Failure to Make or Complete Electronic Services Transactions** – If we do not properly complete an Electronic Services transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable if, for instance:

1. Circumstances beyond our control (such as fire, flood, earthquake or electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of ours, you do not have enough money in your account or available line of credit (or sufficient available funds) to make the transaction;
3. The terminal where you were making the transaction did not have enough cash or cash in the denominations requested;
4. The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
5. We have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner);
6. The failure to complete the transaction is done to protect the integrity of the system or the security of your account;
7. The ATM system, POS terminal, Banking System, Online/Mobile Banking System or other Electronic Services system contemplated hereunder was not properly working and you knew about this breakdown when you started the transaction;
8. Your Card(s) or PIN has been lost or stolen, shared or compromised with your knowledge, has expired, is damaged so that the encoding strip cannot be read, is inactive due to non-use or is retained by us, or because your PIN has been repeatedly entered incorrectly;
9. The transaction would exceed your available balance, line of credit limit or credit card limit.

There may be other exceptions including, but not limited to, state or Federal statutes or regulation.

**Funds Availability** – You may make Electronic Services withdrawals, advances or purchases only to the extent you have available funds in your share account and/or overdraft source (including the Courtesy Pay Service, under which we reserve the right to pay your overdraft transactions). For limitations on ATM card and Debit card transactions see the "Additional Disclosures Applicable to ATM Cards or Debit Cards" section. When you use certain Electronic Services, a hold may be placed on your checking account or other accessed account. The hold may be for the amount of the transaction, or a pre-established amount in excess of or less than the amount of individual transactions. The held funds will not be available for other account purposes, and we have the right to return checks or other items drawn against your account to maintain sufficient funds to pay for any previously authorized transactions. The hold will be released when a matching transaction is settled. In the event that the amount settled does not match the authorization amount, the hold will not be released and may be held for a maximum number of three (3) business days. You must refer to the section entitled "Authorization Holds for Debit Card Transactions" below in this Electronic Services Agreement and Disclosure for information about how authorization holds affect your available balance.

You understand and agree that we accept funds deposited at an ATM subject to verification and collection, and receipts issued by an ATM are binding only after verification. We may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such funds. The delay will depend upon our policies as permitted by law, and you should refer to our Funds Availability Policy for details. We are not responsible for delays in a deposit posting due to improper identification in the deposit envelope or improper keying of your transaction. The information accompanying a deposit should include your name, your member number and the account where you would like the deposit/payment credited. If you make a deposit to your Checking Account with us, a Checking Account deposit slip may be included.

**Charges for Electronic Services** – All charges associated with our Electronic Services are disclosed in our Consumer Schedule of Fees. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in our Consumer Schedule of Fees, for each stop payment order you give. If you request a copy of the documentation relative to an Electronic Service (except if the documentation is for resolution of a billing error) a fee equal to our reasonable cost of reproduction will be charged. Any fees charged will be deducted from your Checking and/or Savings Account. Third party ATM service providers may charge additional transaction fees, which you are also responsible to pay.

**Change in Terms** - We may change the terms and charges for the Electronic Services indicated in this Agreement and may amend this Agreement from time to time. If you have an account with us through which electronic transactions are being processed, you will receive written notice at least thirty (30) days prior to the effective date of the change(s), or as otherwise provided by law.

**Right to Receive Documentation of Transactions**

1. **Transaction Receipt.** You will receive a receipt at the time you make any transfer to or from your Account using one of the ATMs or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us.
2. **Periodic Statement.** You will receive a monthly statement for the account(s) that you have accessed using an Electronic Check Transaction, the ATMs, POS terminal, and Banking and Online/Mobile Banking Services which will show the calendar date that you initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period.
3. **Online Banking Transaction.** You may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided. A fee may be charged for such paper copy, subject to our Consumer Schedule of Fees.

**Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting** – Notify us at once if you believe your Card, checks, PIN or Online/Mobile Banking and Bill Pay Password have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check or Online/Mobile Banking and Bill Pay Password. You risk losing all the money in your account, plus your maximum line of credit (if any). The best way to keep your possible losses at a minimum is to call us immediately. A written notification should follow your call. If you believe your Card, checks and/or PIN have been lost or stolen, and you notify us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your checks in an Electronic Check transaction, your Card and/or PIN without your permission.

If you DO NOT notify us within two (2) business days after you learn of the loss or theft of your checks, Card and/or PIN, and we can prove we could have stopped someone from using your check(s) in an Electronic Check Transaction, Card and/or PIN without your permission had you notified us, you could lose as much as \$500.

If you DO NOT notify us within sixty (60) days after the statement was issued to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you notified us in time. If you can document a good reason (such as a long trip or hospital stay) that kept you from notifying us, we may extend the time period.

**Number and Address to be Notified in Event of an Unauthorized Transaction** – If you believe your Card, checks and/or PIN has been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must contact us at Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313 or 800-772-4000 or 818-772-4000.

**Authorization of Transaction** – All transactions which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the Card and/or PIN.

**Federal Reserve Board Regulation “D” Restrictions on Electronic Funds Transfers** – Any combination of checks, preauthorized, automatic or withdrawals or electronic transfers from savings products are limited to no more than six (6) transfers in each calendar month. However, you may generally make an unlimited number of withdrawals from or transfers among your own savings accounts by mail, messenger or in person at the Credit Union or at an ATM. Transfers or withdrawals in excess of the above limitations subject your account to restricted access or reclassification to a Primary Checking account.

**Termination of Electronic Services** – You may cancel any of the Electronic Services provided for in this Agreement by sending a Secure Message through Online Banking or the Mobile App, calling 800-772-4000 or 818-772-4000, or writing us at the address shown below, and destroying or returning any associated Card(s).

Premier America Credit Union  
Attn: Operations Services  
P.O. Box 2178  
Chatsworth, CA 91313-2178

We may cancel or suspend any Electronic Services provided to you, with or without cause, at any time by giving you only such notice as is required by law. We may do so immediately if:

1. You or any authorized user of any Electronic Services breaches this or any other agreement with us.

2. We have reason to believe there has been, or might be, an unauthorized use of your account(s).
3. You or any authorized user requests us to do so.

If we cancel or suspend any Electronic Service, you must immediately return or destroy all Cards and any other access devices. Any use of Card(s) after we have canceled or suspended Electronic Service(s) may be considered fraudulent. Termination or discontinuance of any service shall not affect your liability or obligation under this Agreement. If you ask us to terminate your account or the use of an ATM Card, Debit Card, or any other access device, you will remain liable for subsequent authorized transactions performed on your account.

**Relationship to Other Disclosures** – The information in this Agreement applies only to Electronic Services. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

**Collections** – You agree that we shall be entitled to recover any money owed by you as a result of your use of any of the Electronic Services and you agree to repay any amounts that create an overdrawn balance immediately upon demand. We have a security interest in your present and future shares and have the right to apply such shares to any money you owe. If any legal action is required to collect any money you owe, you agree to pay all costs of collection, including reasonable attorneys' fees, court costs and other charges incurred for enforcing our rights under this Agreement.

**Other Agreements** – Except as stated otherwise herein, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with us.

**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.

**Applicable Law** – You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

**ACH (Automated Clearing House) and Wire Transfers** – The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House ("ACH") credits, and some book transfers on the Credit Union's records. The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer.

This Funds Transfer Agreement ("Agreement") contains several notices that the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers that involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code), Section 1073 of the Dodd-Frank Act and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. 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 for wire transfers will be at 11 a.m. Pacific Time on each weekday that the Credit Union is open. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. 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.
4. 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.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If you give the Credit Union a payment order that identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying 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 identifying account number you provided the Credit Union.
7. If you give the Credit Union a payment order that 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 person or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number you provided.

8. The Credit Union may 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, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds, and include such funds in your available balance, 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.
9. 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 that the Credit Union provides or in your account activity when accessing your account information through Online or Mobile Banking.
10. If the Credit Union received 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 that the Credit Union provides. You may, of course, inquire in-between receipt of periodic statements whether or not a specific funds transfer has been received.
11. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to you, you agree that the rate of interest 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.
12. The Credit Union may, in its sole discretion, reject any funds transfer request that: 1) exceeds the collected and available funds on deposit in your designated account(s); 2) is not authenticated to the Credit Union's satisfaction or that the Credit Union reasonably believes may not be authorized by you; 3) contains incorrect, incomplete or ambiguous information; or 4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal. You understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
13. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a domestic or international Wire Transfer service charge for services relating to the sending or receiving of the funds via wire. Such charge(s) are set forth in the Credit Union's Consumer Schedule of Fees and Charges, which was previously provided to you and which is incorporated by this reference.
14. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country dollars at the Credit Union's buying rate of exchange. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the financial institution converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union and those of any intermediary financial institutions.
15. In addition to the wire transfer fees as disclosed in the Credit Union's Consumer Schedule of Fees, other intermediary and receiving financial institutions may assess a fee for processing a fund transfer. The receiving institution may also apply a currency conversion fee to convert US Dollar denominated international wire transfers to local currency, unless the funds are remitted to a US Dollar account. These fees by intermediary and receiving financial institutions may be debited from the amount of the wire. These fees will be disclosed to the extent possible, prior to sending wire to a foreign country, in accordance with the Remittance Transfer regulations more specifically described in the Wire Transfer application form, and made part of this agreement.
16. Except as expressly prohibited by applicable state and Federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from:
  - a. Any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer that the Credit Union failed to abide by the agreed upon security procedures) that you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer;
  - b. Any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information;
  - c. The failure of other financial institutions to accept a funds transfer order;
  - d. Your negligent or intentional action or inaction and/or breach of this Agreement;
  - e. Any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or
  - f. Any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's 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, the Credit Union's 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 THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY



SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

17. Subject to applicable state and Federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.
18. Except as otherwise expressly provided by applicable state and Federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.
19. In addition to the dispute process described in the Membership Agreement and Disclosures currently in effect, a) wire transfers shall be governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve Bank system; and b) ACH transactions shall be governed by the rules of the National Clearing House Association (NACHA).

## ELECTRONIC COMMUNICATIONS AGREEMENT

Unless you indicate otherwise, you understand that you are consenting, initially and on a continuing basis to receive electronic (instead of paper) communications, records of periodic statements, tax information and other notices regarding your transactions and accounts. If you are opening an account online, you must accept electronic delivery of all disclosures.

Electronic communications mean that we will make information available to you on our website, within Online or Mobile Banking or other applicable website. We may send a notice to your email address in our records that such information is available with instructions on how to access it. If we determine that an email message to you regarding any disclosure is undeliverable, we may, at our discretion, choose to send a paper copy of that information via the U.S. mail, addressed to the statement mailing address for your account in our records. We may elect to electronically communicate with you via the short message service (SMS) text application of your cellular device. SMS communications will be delivered to the mobile phone number contained in our records. Acceptance of this agreement constitutes express consent on your behalf that we may communicate with you via SMS and that message and data rates from your cellular carrier may apply for any and all messages transmitted. Should you wish at any time to no longer receive SMS communications, you may communicate this change in preference at any time via SMS, a Secure Message in Online Banking, the Mobile App or at 800-772-4000. The method of electronic delivery is at our sole discretion. Here is a list of some of the communications you may get electronically:

- Notices and information about Online and Mobile Banking and our other online banking services and your use of these services - including changes to or termination of Online and Mobile Banking and other online banking agreements or privileges, etc., or
- Disclosures that we are required by law to provide or make available to you in writing - for example, Electronic Funds Transfers Disclosure, Funds Availability Disclosure, Truth in Savings Disclosures, privacy notice, adverse action notice, etc., or
- Notices and information transmitted in, on or with account statements - for example, ATM Safety, changes to our Membership Agreements and Disclosures, etc., or
- Information, notices and communications about your accounts - for example, account statements, NSF notices, holds placed on your account or funds deposited into your account, late payment notices, loan papers, etc.
- Information to verify your identity for account access.

Electronic information is available for 18 months. To print, download or retain electronic communications, you must have access to and ability to operate:

- A personal computer capable of internet connectivity, and
- Internet web browser capable of 128-bit encryption, and
- An operating system capable of supporting PDF format, Adobe® Acrobat® Reader® software, email software and
- Minimum screen resolution, and for non-responsive content 1024 x 768 pixels
- Minimum screen resolution for responsive content 320 pixels wide
- Printer capable of printing or a hard drive capable of storing data, and
- Valid and current email account.

Please provide a current email address and keep us informed of any email address changes.

We are not liable for any third party fees, other legal liability or any other issues or liabilities arising from electronic communications sent to an invalid or inactive email address. In addition, if due to a bad email address we mail a Courtesy Paper Notice of eStatement availability, we may assess a fee (see Consumer Schedule of Fees) for each month the paper notification is sent.

If you have questions about the hardware or software requirements, wish to withdraw your consent, or to request a paper copy (photocopy and research fees apply) of your records of periodic statements, tax information and other notices regarding your transactions and accounts, contact a Member Services Representative via one of the following:

- Call 800-772-4000 or 818-772-4000, during member service hours; or
- Contact us by logging into Online Banking at [www.PremierAmerica.com](http://www.PremierAmerica.com) or the Mobile App and sending a Secure Message; or
- Write: Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313-2178

## ADDITIONAL DISCLOSURE APPLICABLE TO PREAUTHORIZED DEPOSITS

**Account Access** – Preauthorized deposits may be made to your Smart or Regular Savings Account(s), Money Market Savings Account(s) and/or Checking Account(s). Adjustments to these deposits will be honored.

**Provisionality of Credit** – The preauthorized deposit that we credit to your account is provisional until we receive final settlement from the Federal Reserve or otherwise receive payment as provided

for within UCC Article 4A. If we do not receive payment for the preauthorized deposit, we are entitled to a refund in the amount of the credit to your account.

**Notification of Preauthorized Deposits** – If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such arrangements for such notification, you may log in to Online/Mobile Banking or you may us at 800-772-4000 or 818-772-4000, and we will advise you whether or not the preauthorized deposit has been made.

**Documentation of Preauthorized Deposits** – Generally, you will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only Electronic Service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.

## **ADDITIONAL DISCLOSURE APPLICABLE TO PREAUTHORIZED WITHDRAWALS (EXCEPT BILL PAY)**

If you have requested a preauthorized payment to a third party from any Credit Union account, the following applies to you:

**Account Access** – Preauthorized payments may be made only from checking accounts.

### **Right to Receive Documentation of Preauthorized Payment:**

1. Initial Authorization. You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.
2. Notice of Varying Amounts. If your preauthorized payment varies in amount, the party who will receive the payment is required to tell you ten (10) days before such payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. Periodic Statement. You will receive a monthly account statement for each month in which a transfer is made, or at least a quarterly statement if no transfers are made.

**Right to Stop Preauthorized Withdrawal** – If you want to stop any of the preauthorized withdrawals or revoke a preauthorized withdrawal authorization, you must write to us at the addresses previously shown, in time for us to receive your stop request no less than three (3) business days before the next payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within fourteen (14) days after your call. An oral request ceases to be binding after fourteen (14) days if you have not provided us with your required written confirmation of your request. We will charge you for each stop order you give. Such stop notice will apply only to that particular withdrawal. If you have given us a request to revoke this entire preauthorized withdrawal authorization, you understand and agree that you must also promptly contact the third party to cancel (revoke) the entire preauthorized withdrawal authorization and provide us with a copy of your written revocation notice to the third party.

**Our Liability for Failure to Stop Payment** – If you provide us accurate information and order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law. NOTE: You may not stop payment on ATM or Point-of-Sale transactions.

**Liability for Unauthorized Electronic Payments** – You will be liable for all transfers made from your account by a third party except as provided above for stop payments. If you believe an unauthorized transfer has occurred, you must notify us within 60 days of the transaction date and follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by ("E-check") to capture the routing, account and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

**Types of Available Transactions** – You may make electronic check transactions where you have provided a paper check to enable the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer, whether:

1. The check is blank, partially completed, or fully completed and signed; or
2. Whether the check is presented at point-of-sale or is mailed to a merchant or other payee or lockbox and later converted to an electronic funds transfer, or
3. The check is retained by the account holder, the merchant or other payee, or the payee's financial institution; or
4. You have provided the merchant or payee with the routing, account and serial number by (referred to as E-check) to make a payment or a purchase.

**Account Access** – Electronic Check Transactions may be made from your Checking Account(s) only.

**Limitations on Dollar Amounts of Transactions** – You may make Electronic Check Transactions only to the extent that you have available funds in your Checking Account(s) or available funds in your designated overdraft sources.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUND TRANSACTIONS**

If you requested that we issue you an ATM Card or Debit Card to be used to transact business at any of our proprietary ATMs or any ATM in the Mastercard, CO-OP and STAR Shared Network systems, then the information below applies to you. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you must select.

**Types of Available Transactions and Limits on Transactions** – Types of currently available transactions are listed below. Transaction types and services may be limited or restricted on certain ATMs and Point-of-Sale terminals which are not owned by us (i.e. non-proprietary ATMs), for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an “invalid transaction.”

**Account Access** – The ATM services we make available to you and which are covered by this Agreement are:

1. ATM balance inquiries;
2. ATM withdrawals of cash from your Credit Union accounts, including savings, checking and/or lines of credit;
3. ATM deposits (where available) to your savings or checking accounts;
4. ATM transfer of funds between your savings and checking accounts;
5. ATM loan payments made by check, cash or by transferring funds from your savings or checking account;
6. The purchase of traveler's checks at traveler's check dispensers with money from your savings or checking account at a cost as determined by the issuer;
7. Additional services as we may offer from time to time.

Unless otherwise noted, transaction types and services are generally available at ATMs and POS (Point-of-Sale) terminals on the Mastercard, CO-OP and Star Shared Network Systems, and other such systems which may be added from time to time. Transactions at certain ATMs not owned by us may be subject to a service fee charged by the terminal operator or any network used (you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). In addition, we may charge fees for these transactions (refer to our Consumer Schedule of Fees).

**Limitations on Frequency and Dollar Amount of Transactions** – You may withdraw up to \$700 from ATM machines each 24-hour period, provided you have available funds in your account(s). Note, however, that 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, in our sole discretion. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine you access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20. For security reasons, in the event your ATM Card, Debit Card, Credit Card or the PIN is lost or stolen, there may be restrictions on transactions you can make on the ATM System.

**Your Card and PIN** – Both an ATM Card and/or Debit Card and a Personal Identification Number (PIN) must be used each time you use an ATM. The following conditions must be observed for both the privacy and protection of your account:

1. Keep your Card in a safe place and permit no person to use it.
2. You agree to memorize your PIN and not to write it on the Card(s). Do not give your PIN to any person or write your PIN on your Card or otherwise make it available to anyone else. If you forget your ATM PIN, call Operations Services at 800-772-4000 or 818-772-4000, during member service hours to request a temporary PIN. If you forget your Debit Card PIN, call PINnow at 888-891-2435 to reset your Debit Card PIN.
3. Tell us immediately of any loss or theft of your Card and/or PIN. If you authorize us to issue a Card (or any other access device) to anyone else, you authorize that individual to withdraw funds from any account or line of credit that can be accessed by the Card or PIN, regardless of whether that individual is authorized to withdraw money from the account or line of credit by means other than by use of the Card or PIN. If you give your Card or PIN to anyone else, any withdrawal or transfer by that person will be considered authorized by you.
4. You agree not to request electronic withdrawals in amounts that would exceed your available balances, including overdraft or any other lines of credit. If you do, we may, at our option, process the electronic withdrawal by making a loan advance or account overdraft. Finance charges will be assessed at an Annual Percentage Rate in accordance with the terms and conditions of your line of credit account and/or we may terminate the account.
5. You agree to indemnify and hold us harmless from any cost, including reasonable attorneys' fees and damages that we sustain as a result of carrying out your instructions.
6. To prevent fraud and uninterrupted services, you agree to contact us prior to traveling (250 or more miles from home) at 800-772-4000 or 818-772-4000, and provide the dates and locations of travel. Notifying us will help ensure uninterrupted use of your card.

**Making ATM or Point-of-Sale Transactions** – You agree to follow the instructions posted or otherwise given by us or any ATM or Point-of-Sale network concerning the use of the terminals.

**Safety at the ATM** – Use caution and common sense at all times when using an ATM. Be aware of your surroundings.

- At night, use ATMs only in well-lit areas. Consider having someone accompany you to the ATM.
- Avoid reaching into your purse or wallet in front of the ATM. Have transactions ready before going to the ATM, with cash or checks sealed in a deposit/payment envelope, and have your Card in hand as you approach the machine. Avoid counting your cash at the ATM.
- Be wary of strangers who attempt to gain your confidence and ask you to withdraw money. Do not reveal your PIN to anyone.
- When using drive-up ATMs, take responsible precautions such as looking for anything unusual

or suspicious in the area. Locking your car doors and rolling up the passenger window before you use the drive-up lane is also recommended.

- If you feel unsafe in any way when using an ATM, leave immediately. As soon as you feel secure, notify our Security Officer at 800-772-4000 or 818-772-4000, and the manager of the financial institution where this occurred. Always inform your local law enforcement officials of the incident.

**Ownership of Card** - The Card(s) remains our property and you agree to surrender the Card(s) to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of this Agreement, whether or not we suffer a loss, if your Card is deemed inactive for 180 days, or where necessary to maintain or restore the security of your account(s) or the ATM or POS system. We also reserve the right to recall the Card(s) through retrieval by any of the ATMs. We reserve the right to block the use of your Card in certain countries or geographic areas which we deem necessary to maintain or restore security of Credit Union account(s).

## **ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS OR DEBIT CARDS WHEN USED FOR POINT-OF-SALE OR PURCHASE TRANSACTIONS**

**Types of Available Transactions and Limits on Transactions** – By use of your ATM Card or Debit Card, you authorize us to make withdrawals from your Checking Account for cash advances and/or purchases.

**Account Access** – You may use your Card to withdraw cash from your Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions and others who honor the Card(s).

**Authorization Holds for Debit Card Transactions** – When you use your Card to pay for goods or services, you understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or authorization of the anticipated purchase transaction. Upon a merchant seeking validation or authorization, we may place a temporary hold against the Checking Account for the amount requested by the merchant if your account's available balance is sufficient for the requested transaction. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction or may be less than the actual purchase transaction amount. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day). Subsequently, when the transaction settles and posts to your account, we will release the hold and post the transaction to your account. No overdraft fees will be imposed on the transaction if the available balance was sufficient for the merchant's request at the time the authorization hold was placed, even if the available balance is insufficient to pay the transaction at the time of posting. The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase). This can happen at a restaurant or a gas station, where your debit card is swiped before your actual transaction amount is known, because you may choose to add a tip to a restaurant transaction or because the amount of gas you pump is unknown when your card is swiped. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

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

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will still not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

It is your responsibility to record and closely track all of your transactions to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

**Prohibited Activity or Transactions** – Your Card(s) and/or account may not be used for any illegal activity or transaction. Further, you may not utilize your Card(s) and/or account for the purchase of any goods or services online that involve gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network and any betting transaction, including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as online gambling. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

**Limitations on Frequency and Dollar Amounts of Transactions** – For security reasons, there may be limits on the number of cash advances and purchases that may be authorized. There is a \$5,000 daily dollar limit on point-of-sale and purchase transactions (PIN and signature based). All transactions are subject to the availability of funds in your account, plus any applicable overdraft protection transfer product or service linked to your accounts. Funds being reserved for authorized

but unposted purchases may not be used. In addition, for security reasons, there may be times when we impose other limitations. We reserve the right to set a lower daily dollar amount for purchases occurring during an interruption in the electronic connection between the merchants and the Credit Union, or any other person or entity, or for any other reason which we deem to be in the Credit Union's best interest.

**Returns and Adjustments (Debit Cards)** – Merchants and others who honor debit cards may give credit for returns or adjustments, and they will do so by sending us a credit slip that we will post to your Checking Account.

**Foreign Transactions (Debit Cards)** – When you use your card for a transaction denominated in currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by Mastercard from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate Mastercard itself receives.

When you use your card in a transaction outside of the United States, or in an online transaction made within the United States but where the merchant is located internationally, to make a purchase, obtain a cash advance, obtain a credit voucher, or reverse any of these transactions, an International Service Assessment equal to one percent of the amount of the transaction (expressed as a positive number) will be assessed against your account. If applicable, a foreign fee may be assessed even on online purchases made within the United States but where the merchant is located internationally.

**Merchant Refusal to Accept** – Some merchants may refuse to accept your Card(s) as payment for goods and services, and we are not responsible or liable for their actions.

## **ADDITIONAL DISCLOSURES APPLICABLE TO BANKING AND ONLINE/MOBILE BANKING SERVICES**

**Account Access** – Banking and Online/Mobile Banking Services are available for your Savings Account, Checking Accounts, Money Market Account, Personal Line of Credit Account, and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of credit cards) using your password specific to this service.

**Account Selection** – Registering for multi-account access will allow you to transact on all accounts on which you are an owner, a joint owner or co-signer. You cannot select individual accounts for multi-account Banking or Online/Mobile Banking access.

**Joint Account Access** – If you give an individual your PIN or password, that individual will have the same multi-account access you have, and any transaction accomplished by the use of your PIN or password will be considered authorized by you, even if that individual is not otherwise authorized to transact on one or more of the accounts to which you have access.

**Access Fees** – You agree to be responsible for any charges and/or online service fees you incur by accessing your accounts through Online or Mobile Banking or Banking.

**Service Termination** – If you do not access your Premier America account via the Online/Mobile Banking service for any period of ninety (90) days, we reserve the right to disconnect your service. You agree that we reserve the right to terminate the use of Online/Mobile Banking at any time.

**Liability Regarding Software and Hardware** – YOU UNDERSTAND THAT WE DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR ONLINE PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD. YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS WILL BE RESPONSIBLE FOR ANY DAMAGE, WHETHER CAUSED BY US, EQUIPMENT, SOFTWARE, AN INTERNET BROWSER, AN ONLINE ACCESS PROVIDER, AN ONLINE SERVICE PROVIDER, OR AN AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. NEITHER WE NOR THE SERVICE PROVIDERS WILL BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE OR INTERNET BROWSER.

**Types of Available Transactions** – You may make the following requests and transactions:

- Account balance and transaction history;
- Transfers between your accounts;
- Transfers to and from line(s) of credit except transfers to pay another Premier America loan;
- Order checks;
- Change your Password;
- Place a stop payment request;
- Third party bill payments through Bill Pay, a separate Online or Mobile Banking service.
- Additional services as we may offer from time to time.

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

1. Withdrawals from your Savings Account(s) or Checking Account(s) or loan advances on your Personal Line of Credit, whether by check or transfer to other accounts, are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
2. All withdrawals and transfers from a Savings or Checking Account are limited to the extent of clear funds available in the Account.
3. All loan advances are limited to the amount available from the Personal Line of Credit.

4. Bill payments are limited in terms of the maximum dollar amount to \$99,999 per payment.
5. There is no charge for Online or Mobile Banking.
6. There is no charge for the use of the Bill Pay service.

For security reasons, in the event your PIN is lost or stolen, there may be restrictions on transactions you can make through Banking.

**Authorization** – You authorize us to charge your designated checking account(s) for any transactions accomplished through the use of the Bill Payment service, including the amount of any recurring payment that you make, and all charges as shown in the Consumer Schedule of Fees associated with Bill Payment service. You authorize us to transfer funds electronically between your designated checking account(s) according to your instructions initiated through Online or Mobile Banking.

**Eligibility** – You understand that in order to use Online Banking or the Mobile App, you must have an account in good standing and have a Password with us.

**Personal Identification Number (PIN) and Password** – You understand that you cannot use Banking without your PIN or Online Banking without your password. You are responsible for the safekeeping of your PIN or Password for all transactions made by use of the Banking or Online/Mobile Banking systems. YOU AGREE THAT THE USE OF THE PIN OR PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

You must notify us immediately and send written confirmation if your PIN or Password are disclosed to anyone. If you disclose your PIN or Password to anyone you understand that you have given them access to your account via the Banking or Online/Mobile Banking systems and that you are responsible for any such transactions.

You understand and agree that you must change the PIN or Password immediately to prevent transactions on your account if anyone has access to your PIN or Password. You further understand and agree that neither your PIN or Password is transferable and that you will not disclose it or permit any unauthorized use thereof.

If you voluntarily subscribe to a third party account aggregation service where your selected Credit Union share and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a web site, you may be required to give your Credit Union Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

**Mobile Banking & Apps** - The use of Mobile Banking and the Mobile App may incur additional data charges. Please consult your wireless provider/carrier for details on related charges. All terms and conditions applicable to Online Banking may apply to Mobile Banking.

**Credit and Debit Card Text Alerts** - You agree to provide the Credit Union with a valid mobile number. You agree that the Credit Union may send you text messages through your wireless provider. Card Text Alerts will be sent through U.S. carriers only and does not include international service. The Credit Union does not charge for Card Text Alerts, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.

You understand and agree that text messages may include personal or confidential information about you such as your account activity or the status of your account. The Credit Union shall not be responsible for the confidentiality, privacy or data security of any information sent to you through text messaging.

You agree to indemnify, defend, and hold the Credit Union harmless from any third party claims, liability, damages or costs arising from your use of Card Text Alerts or from you providing us with a mobile phone number that is not your own.

You agree that the Credit Union will not be liable for failed, delayed, or misdirected delivery of any information sent through the Card Text Alert service; any errors in such information; any action you may or may not take in reliance on the information; or any disclosure of account information to third parties resulting from your use of the Card Text Alert service. The Credit Union will not be liable to you for special, indirect or consequential damages.

## **FINANCIAL ELDER ABUSE**

### **Re: Financial Elder Abuse Act SB 1018**

You acknowledge that the Credit Union may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph. You acknowledge that if you give anyone access to your account (for example, providing any person with your check card, ATM card, ATM, Online Banking Password, or granting any person power to act as your agent under a power of attorney or trustee for a trust account), you understand that any transaction completed by such person shall be considered authorized by you.



## **SOUTHERN CALIFORNIA BRANCHES**

BURBANK - 521 N. HOLLYWOOD WAY, SUITE E

BURBANK - 1633 N. VICTORY PLACE

CAMARILLO - 761 DAILY DRIVE, SUITE 100

CHATSWORTH - 19867 PRAIRIE ST.

CSUN BRANCH - 18111 NORDHOFF ST.

GRANADA HILLS - 18001 CHATSWORTH ST.

OXNARD - 1921 N. OXNARD BLVD.

PORT HUENEME - 627 W. CHANNEL ISLANDS BLVD.

RESEDA - 19315 SATICOY ST., UNIT A

SANTA CLARITA - 26508 BOUQUET CANYON ROAD

SIMI VALLEY - 1717 SIMI TOWN CENTER WAY, SUITE 9

SIMI VALLEY - 2643 TAPO CANYON RD.

THOUSAND OAKS - 173 N. MOORPARK RD., SUITE C

VENTURA - 1794 S. VICTORIA AVE., UNIT B

WESTLAKE VILLAGE - 111 S. WESTLAKE BLVD., SUITE 109

WOODLAND HILLS - 6020 CANOGA AVE., SUITE C

## **RESTRICTED ACCESS**

SANTA MONICA - 1776 MAIN ST.

UNIVERSAL CITY - 100 UNIVERSAL CITY  
PLAZA BUILDING 1320-1, SUITE 140

NORTHROP GRUMMAN - 21240 BURBANK BLVD.

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## **HOUSTON BRANCHES**

9630 WESTHEIMER RD., SUITE 850

## **RESTRICTED ACCESS**

2001 RANKIN ROAD

**PREMIERAMERICA.COM 800-772-4000**



# PREMIER AMERICA CREDIT UNION

**PremierAmerica.com | 800-772-4000**



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