



# **BUSINESS MEMBERSHIP AGREEMENTS AND DISCLOSURES**

July 1, 2025

Important Documents  
Please Keep For Your Records

**PREMIER AMERICA**  
CREDIT UNION

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

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BINDING ARBITRATION AGREEMENT

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.com](http://www.adr.com); 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.

- **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 91311-2178, 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 \$250.00 into a Business Savings account. If you fail to complete the opening deposit of \$250.00 within 10 days of your admission, or if you reduce your Business Savings account balance below \$1.00 and if you do not increase the Business 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. 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.
4. We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to these Agreements and Disclosures. Such written notice may be accomplished by posting the notice in the Credit Union or at the Credit Union's internet page ([www.premieramerica.com](http://www.premieramerica.com)), by including a message on or with your account statement, or by any other means that the Credit Union considers appropriate, unless applicable law or regulation requires notice by a specific means.
5. You authorize us to accept items payable to the business for deposit to the business account from any source without questioning the authority of the person making the deposit whether or not you endorsed it.
6. We reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
7. We may refuse to follow any of your instructions that in our sole judgment are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke

other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your or what purports to be your oral, written, or electronic instructions.

8. We may endorse and/or collect items deposited to your account without your endorsement, but may require your 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 endorser 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 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.
11. 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.
12. We reserve the right to close any account(s) and terminate your membership should we discover that any of your accounts or any other accounts with us have been deliberately manipulated by you to our detriment or any other account holder's and/or our membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, 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.
13. We may recognize the signature of anyone who signed a Premier Business Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of these Business Account Agreements and Disclosures, any Certificate Account Agreement and Disclosures, and/or the Premier Business 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.
14. 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.
15. Ownership for Business Accounts shall be established and determined by the most recent Premier Business Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing an additional Premier Business 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.
16. You are required to keep us informed of your current mailing/email address. You agree to notify us promptly of any change of address. You may notify us online via Online Banking, 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. The Credit Union may change your address of record if it receives an address change notice from the U.S. Postal Service or if the Credit Union receives information from another person in the business of providing corrected address information that the address in the Credit Union's records no longer corresponds to your address.
17. You agree to notify us immediately of the death or court-declared incompetence of any 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 incompetency and have a reasonable opportunity to act.
18. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings or other items 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. 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 telephone or in writing, if a check has been returned unpaid and the fee charged.
25. 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.
26. 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.
27. 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.
28. All accounts are subject to our Business Schedule of Fees, which accompanies these Agreements and Disclosures. We shall debit such charges against any other business account with the same name, or in the case of a sole proprietor account any of the owner's accounts (including personal accounts whether held jointly or individually). If sufficient funds are not available, the charges are payable on demand and will be treated as an overdraft.
29. 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, an inactive 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 (if the account statements are sent to the same address) 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.We may charge a fee for mailing an escheat notice. To recover funds turned over to the state, you must file a claim directly with the state.
30. We may, but are not obligated to, transfer funds from your savings 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. You 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. A transaction fee may be assessed. Refer to the Schedule of Fees.
31. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all accounts at the Credit Union.
32. 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 for the time frame required by law. You agree to pay applicable fees for those copies.
33. 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 Legal Process 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.

34. In the event that a cashier's check or a loan 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 cashier's check or loan check. You agree to indemnify us for any loss or claim occasioned by our attempting to or stopping payment on such check.
35. You authorize us to gather whatever credit, checking account and other 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.
36. 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 information or means of access to your account.
37. 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.
38. In the event that a negative balance is created in your account (whether due to ATM activity, non-sufficient funds activity, returned deposited item, Credit Union imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us that are in default, you understand and agree that we may transfer funds to such account from any other account in an amount equal to the negative account balance or the outstanding financial obligation which is in default. If you have overdraft protection, the transfer will be equal to the funds required. You consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited to your account.
39. 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 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.
40. Pursuant to federal law, the Credit Union must verify the identity of any person including legal entity beneficial owners seeking to open or add an 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.
41. Savings in this Credit Union are 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.
42. 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.
43. 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 their terms.
44. Your account will be governed by California law 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.
45. The exercise of any of the rights you and the Credit Union have do not stop either of us from exercising any lawful rights to use other remedies available, including, but not limited to, rights and remedies (i) to preserve, foreclose or obtain possession of real or personal property; (ii) to exercise self-help remedies, including set-off and, repossession rights; and (iii) to obtain provisional or ancillary remedies, such as injunctive relief, sequestration, attachment, garnishment or the appointment of a receiver by a court of jurisdiction.
46. If you carry special insurance for employee fraud/embezzlement, you agree to file your claim with your insurance company first before making any claim against the Credit Union. The Credit Union will consider your claim only after the Credit Union has reviewed your insurance company's decision. You agree that the Credit Union's liability to you, if any, will be reduced by the amount of any payment made to you, on your behalf, or to your benefit by your insurance company.
47. 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.
48. If the Credit Union is legally notified of a pending bankruptcy, we may choose, without additional notice, not to send you your account statement.

**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 Business 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 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.

**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, 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 BUSINESS ACCOUNTS**

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. We are not obligated to inquire as to the source of funds received for deposit or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
4. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
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 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. 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.
7. 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 attorney's 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).
8. 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.

## **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 (1) 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.

## **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, state law, 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 all accounts except certificate accounts, the dividend rates and APYs are subject to change at anytime 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 business rates as shown on our web site.

**Compounding and Crediting** – For all accounts except dividend-earning checking and money market savings, dividends are compounded and credited at the end of a dividend period and, if applicable, at maturity. For dividend-earning checking and money market savings, 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 savings 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 savings 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.

**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**

### **BUSINESS SAVINGS, BUSINESS MONEY MARKET SAVINGS**

**Business Advantage 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.

**Business High Yield Money Market Savings or Business 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 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.

**Business Savings** – The minimum opening deposit is \$250. The minimum daily balance in the account each day required to earn the stated Annual Percentage Yield is \$0.01. For charitable organizations and not-for-profit unincorporated associations, the minimum opening balance is \$5. The minimum daily balance in the account each day required to earn the stated APY is \$0.01.

**Business Money Market Savings** – The minimum opening deposit is \$5. 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 Annual Percentage Yield 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.



**Business Savings and Business 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 daily balance in Business Savings and Business Money Market Savings may be pledged as collateral to a loan with the Credit Union.

## **BUSINESS CERTIFICATE ACCOUNTS**

**Minimum Balance Requirements** – A Business Certificate can be opened at one of various terms as published on our rate sheet on our web site. The minimum balance must be maintained to earn the applicable Annual Percentage Yield which assumes that dividends remain in the account until maturity. A withdrawal may reduce earnings.

**Early Withdrawal Penalties** – A partial withdrawal of the principal before the maturity date 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 or withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

**Automatic Renewal** – Standard Business 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.

**Overdraft and Overdraft Protection** – We may, as authorized by you, but shall not be required to, pay overdrafts in the checking account by transferring funds from another account you have designated to cover such overdrafts. If overdrafts are to be covered by a transfer of funds from your savings account(s), such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. You agree that overdrafts, if paid in excess of funds in any savings account or available from any loan account, are payable on demand. If your account becomes overdrawn and you do not have overdraft protection, you are obligated to reimburse us on demand. If an overdraft is not covered, the law provides that we may apply funds on deposit in any of your accounts to satisfy the debt. This procedure is called a setoff. If we exercise our right of setoff, we will promptly advise you of the affected account(s) and the balance(s) before and after setoff. Any items returned unpaid because of insufficient collected funds or paid without sufficient collected funds in your checking account and overdraft source(s) will be subject to fees. A transaction fee may be assessed. Refer to our current Business Schedule of Fees.

**Pledging as Collateral** – Certificate accounts may be pledged as collateral to a loan, unless otherwise separately disclosed.

## **BUSINESS CHECKING ACCOUNTS**

**Business Checking** – This is a non-dividend-earning checking account with no minimum balance requirement. The minimum opening deposit is \$25. No minimum balance requirements apply to this account and there is no monthly service fee.

**Premier Business Checking Account** – This product is no longer available for new accounts. This is a dividend-earning, tiered-rate checking account with different rates applicable to specified balance levels. To determine current rates please call a Member Services Representative at (800) 772-4000. Dividends are paid at the prevailing rate corresponding to each day's full balance. The dividend rate and APY may change at any time based upon the determination of the Credit Union's Board of Directors. A Minimum Balance Fee will be assessed any month the minimum daily balance falls below \$2,500 or the average balance falls below \$5,000. Account will be assessed an Excess Check Fee per occurrence over 200 checks. Refer to our Business Schedule of Fees.

**Platinum Business Checking Account** – This is a tiered-rate account and different rates may be applicable to specified balance levels as published on our website rate sheet. Dividends are paid at the prevailing rate corresponding to each day's full balance. The minimum opening deposit is \$25. The minimum balance required to earn any dividend is \$5,000. The Annual Percentage Yield is variable and may change without notice.

A Minimum Balance Fee (see Business Schedule of Fees) will be assessed any month one of the following conditions is not in effect:

- The end-of-day balance in the Account falls below \$10,000.
- The end-of-day balance in an aggregate of all Business Savings accounts balances falls below \$25,000.
- The end-of-day balance in an aggregate of all Business Money Market account balances falls below \$25,000. For Money Market balance to qualify, the minimum account balance requirement for the Money Market account must first be met.
- Any outstanding Premier America business loan or line of credit (except overdraft lines of credit). The fee for a maximum of 8 transactions at non-Premier America and/or non CO-OP ATMs

per month will be waived. Surcharges imposed by non-CO-OP and non-Premier America ATM owners or operators will not be waived.

Account will be assessed an Excess Check Fee per occurrence over 250 checks. Refer to our current Business Schedule of Fees.

**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. You may also stop payment on a line of credit check. Your stop payment must include the account number, exact amount, check date, check number, and name of payee. A stop payment fee may be assessed for each stop payment request. 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 or checks issued or guaranteed by us.

#### **Rejected Items Paid or Unpaid**

In this section, the words "you," "your," and "yours" mean each and all of those who have a rejected item as described below. The words "we," "us," "our," and "Credit Union" mean Premier America Credit Union. The word "overdraft" includes a negative balance in your business checking account with us ("Checking Account") that may occur for various reasons, including, but not limited to: (1) the payment of checks, electronic transfers, telephone initiated transfers, or other withdrawal requests authorized by you including, but not limited to, Point-of-Sale transactions, ATM transactions, debit card transactions and 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. Overdrafts shall not be applied to checks presented at a Credit Union teller window.

Pursuant to our commitment to provide valued service and benefits, we may pay checks or other items/transactions, which would cause your Checking Account to have a negative (or further negative) balance (herein "overdraft"). The paying of a rejected item is not a credit transaction and requires no application or credit approval process.

PAYING ANY REJECTED ITEMS WILL BE MADE ON A CASE BY CASE BASIS, IN OUR SOLE AND ABSOLUTE DISCRETION. However, we shall not pay any check or other item/transaction if your Checking Account balance is negative, or if we were to make payment pursuant to the terms and conditions outlined.

If we choose not to pay or to pay the overdrawn check or other item/transaction, you are subject to the Rejected Item Paid Fee or Rejected Item Not Paid Fee for each such item (see Business Schedule of Fees).

You will be notified by mail of any non-sufficient 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 account is in good standing and even if we have paid previous overdrafts.

For your overdrafts paid, you promise to immediately pay us all sums, including the total overdraft (negative balance) in your Checking Account and the fees and charges for this service, advanced to you or any other person you permit to use your Checking Account and/or who causes an overdraft on your Checking Account. 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 processed in the order in which they occurred. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your Checking Account.

A Rejected Item Fee will be charged to your Checking Account, in accordance with our Business Schedule of Fees, for each overdraft check or other item/transaction that is cleared on your Checking Account. This means that more than one Rejected Item Paid Fee may be assessed against your

Checking Account per day depending upon the number of overdrafts paid. The Rejected Items Paid Fee is the same as our Rejected Item Unpaid Fee charged by us for each non-sufficient funds, uncollected, etc., item presented for payment and returned unpaid on a Checking Account.

You also agree that we have the right to transfer available funds from your other related account(s) you may have with us to cover the overdrawn item and pay the related fees. You understand and agree that we may transfer funds to your Checking Account from any of your other related account(s) with us, in an amount equal to the overdrawn check, item, or other transaction, and related fees, which we may pay according to the terms and conditions outlined. In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any related account in which you may now or in the future may have an interest are subject to our right of offset for any liabilities, obligations, or other amounts owed to us (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. 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 and fees in accordance with the terms and conditions outlined. We reserve the right to limit Rejected Items Paid to one (1) account per business or member without notice of reason or cause.

You will be in default if you fail to live up to any of the terms and conditions of this Agreement or you are in default on any loan obligation with us and/or a negative balance exists in any other share 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 overdraft privileges or terminate the payment of rejected items 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 this service at any time without prior notice. In no event shall any termination or your cancellation of this service by opting-out (see below) relieve you of your obligation to repay such sums already overdrawn, overdraft fees, collection costs, and attorneys' fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.

If you prefer not to have any rejected items paid you may opt-out at any time by contacting us at (800) 772-4000 or (818) 772-4000.

## **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:
  - i. When such payment would draw the account below the minimum balance for the account as established from time to time by us ("overdrafts");
  - ii. If drawn by means not authorized in advance by us; and,
  - iii. 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 owner(s)/authorized signer 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:
  - i. Any holder in due course on the check against the drawer or maker;
  - ii. 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
  - iii. 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. 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. All checks are received in a separate batch from ACH transaction batches received on a given day, and each such batch is posted as it is 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, you 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.

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 Business 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 Business 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.
10. If this is an ORGANIZATION account (e.g. corporate, partnership or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
11. 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.
12. 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.
13. As these are truncated checking accounts, checks are not returned with statements. Checks are microfilmed 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 Business 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.
14. 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.
15. All checks written on your account must be drawn in U.S. dollars.

## **SUBSTITUTE CHECKS**

**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.

## **IV. OVERDRAFT DISCLOSURE**

### **OVERDRAFT POLICY**

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

1. The payment of checks, electronic transfers, telephone-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.

## OVERDRAFTS BASED ON YOUR AVAILABLE BALANCE

The available balance in your account plays an important role in the operation of the account. Your available balance is the balance in your account that we use to determine if you have sufficient funds to cover a transaction. If you do not have a sufficient available balance to cover a transaction when it posts to your account, this 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.

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 reflected in your account "available balance." It is important that you understand the difference between the current balance and the available balance.

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 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.

**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, you 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.

**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.

Optional Overdraft Protection Transfer Plans - We have standard overdraft practices that come with your account. We also offer overdraft protection plans, such as a link to a regular share savings account, credit card, or line of credit account.

If you apply and are approved for an overdraft protection plan and do overdraw your account, we will transfer funds (to the extent available) under the overdraft protection plan. 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. To learn more, call us toll-free at (800) 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 dividends paid to you during the preceding calendar year.

**Tax Identification Number (TIN) and Backup Withholding Certification** – You may use our Premier Business 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 EIN of:</i>
1. Sole Proprietorship	The owner <sup>1</sup>
2. A valid trust, estate or pension trust	Legal entity
3. Corporate	The corporation
4. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
5. Partnership	The partnership
6. A broker or registered nominee	The broker or nominee

<sup>1</sup> 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 whoever 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 \$275 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 \$275 from the deposit will be available on the first business day after the day of your deposit.

**Special Rules For New Accounts** – If you are a new member, the following special rules will apply during the first thirty (30) days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers or the first \$6,725 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 \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits may be held up to seven 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 \$550.

**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 \$6,725 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 will generally be available no later than the seventh (7th) 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 or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier

returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used 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 Agreements and Disclosure ("Agreement"), 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 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 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; the 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 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 (or authorizing another person or persons to retain, sign or use) your ATM, Credit and/or Debit Card ("Card") or Personal Identification Number ("PIN") or Online/Mobile Banking and Bill Pay Password, or performing any other electronic transactions, you agree on behalf of yourself, and any other person you have authorized, to use the Card(s), PIN, Password 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 Apps, 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 the Automated Banking Service 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.

**Reporting Problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for, the problems or unauthorized transactions.



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 collected 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, the Automated Banking Service, 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. This identification should include your name, your member number and where you would like the deposit/payment credited.

**Use of Card** – 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 on the Online that involves 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. 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.

**Merchant Refusal To Accept** – Some merchants may refuse to accept your Card(s) as payment for goods and services, and we are neither responsible nor liable for their actions.

**Ownership of Card** – The Card is our property, and you agree to surrender the Card to us promptly upon demand. We may revoke, cancel, modify or restrict the use of any card at any time without notice or liability and may recall the Card by retrieval through an ATM or a merchant. 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).

**Your Personal Identification Number (PIN)** – You are responsible for the safekeeping of your PIN and for all transactions made by use of the PIN. You will notify us immediately by telephone and send written confirmation if your PIN is disclosed to anyone other than the joint owner of your account. If you disclose your PIN to anyone, however, you understand that you have given him or her access to your account and that you are responsible for any transactions using such PIN.

**Your Card and PIN** – 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 unauthorized person to use it.

2. Memorize your PIN. Do not give your PIN to any unauthorized 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 regular 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 which 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.
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 costs, including reasonable attorneys' fees and damages that we sustain as a result of carrying out your instructions.

**Foreign Currency Transaction** – If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, the transaction will be converted into U.S. dollars. The applicable system provider will use its currency conversion procedure, using the rate in effect the day before the transaction processing date, increased by up to 1.0%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date on your statement.

**Charges for Electronic Services** – All charges associated with our Electronic Services are disclosed in our Business Schedule of Fees. 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 services indicated in 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.

**Responsibility for Overdraft(s)** – You understand that you are responsible for all transactions initiated by you or any person you may authorize to use any Electronic Service. In addition to any other remedies available to us, if no funds are available, you will repay upon demand any overdraft(s) plus collection costs, reasonable attorneys' fees, court costs and any charges incurred.

If you have overdraft protection with your checking account, then you may use that protection to fund any overdraft resulting from the use of Electronic Services. You understand that you may not initiate a transaction to overdraw your checking account or your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your checking account by making a cash advance from your line of credit account, if any, or withdraw funds from your savings account(s) or make a withdrawal from other accounts on which you are a joint owner. Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

#### **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 the Automated Banking Service and Online Banking 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 Schedule of Fees.

**Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting** – Notify us at once if you believe your Card or PIN has been lost or stolen. 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. If you believe your Card and/or PIN has 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 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 Card and/or PIN, however, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had notified us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, you must notify us at once. If you DO NOT notify us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had 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.

Please note that while we advise you to notify us at once if you believe your Card or PIN has been lost or stolen, or if your statement shows transactions that you did not make, you will incur no liability for unauthorized signature-base Debit Card transactions.

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction** – If you believe your Card and/or PIN has been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must contact us at the telephone number or address shown below.

**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.

**Regulation “D” Restrictions on Electronic Funds Transfers** – Any combination of preauthorized, automatic or telephone withdrawals or transfers from sole-proprietor business 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. You may also make an unlimited number of withdrawals from your savings products through the Credit Union’s Automated Banking Service and Online Banking or by telephone if you request that we send you a check payable to you. Transfers or withdrawals in excess of the above limitations subject your account to a reclassification to a business checking account, or restricted access.

**Termination of Electronic Services** – You may cancel any of the Electronic Services provided for in this Agreement by sending a secure email through Online Banking or [notify@premieramerica.com](mailto:notify@premieramerica.com), calling (800) 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.

**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 attorney’s 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 fund 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 11:00 a.m. Pacific Time for international wires and 1:00 p.m. Pacific Time for domestic wires 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 Business Schedule of Fees, 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 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 Business Schedule of Fees, other intermediary and receiving financial institutions may assess a fee for processing a funds 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 our 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 24 hours 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 Business Account Membership Agreements 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 choose to receive paper statements and notices, a fee may apply. See Business Schedule of Fees.

Electronic communications mean that we will make information available to you on our website, within Online or Mobile Banking or other applicable websites. 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 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.
- 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.
- Notices and information transmitted in, on or with account statements - for example, ATM Safety, changes to our Business Membership Agreements and Disclosures, etc.
- 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

Online periodic statements are available for 18 months. To print, download or retain electronic communications, including online periodic statements, you must have access to and ability to operate:

- A personal computer capable of internet connectivity
- Internet/web browser capable of 128-bit encryption
- An operating system capable of supporting PDF format, Adobe Acrobat Reader® software, email software
- Minimum screen resolution 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 Business 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) and sending an email through that secure channel; 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 Business savings account(s), Business money market savings account(s) and/or Business 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 to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits 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, you may log in to Online or Mobile Banking or you may telephone us at (818) 772-4000 or (800) 772-4000, and we will advise you whether or not the preauthorized deposit has been made.

## 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 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, but 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 provide 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. You understand and agree that you must also promptly contact the third party to cancel (revoke) the entire preauthorized 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 24-hours 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 telephone (“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 telephone (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 CARDS OR DEBIT CARDS WHEN USED FOR POINT-OF-SALE OR PURCHASE TRANSACTIONS**

**Types of Available Transactions and Limits on Transactions** – Unless otherwise noted, transaction types and services are generally available at ATMs and 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. Services, however, may be limited or restricted on certain ATMs and Point-of-Sale terminals maintained by an institution other than us. In such a case, an attempted transaction may be refused by the shared-network ATM. Transactions at certain ATMs not owned by us may be subject to a service fee charged by the terminal operator or any network used. In addition, we may charge fees for these transactions (refer to our Business Schedule of Fees). Certain ATMs located in foreign countries allow access to your savings account only.

**Account Access** – The ATM and/or Point-of-Sale 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. Point-of-Sale purchases of goods, services and/or cash advances from merchants, financial institutions or others that honor the Card, automatically debited from your checking account;
8. Additional services as we may offer from time to time.

**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). The minimum/maximum transaction may vary at each ATM. 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.

**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.

## **ADDITIONAL DISCLOSURES APPLICABLE TO THE AUTOMATED BANKING SERVICE AND ONLINE/MOBILE BANKING**

**Account Access** – The Automated Banking Service and Online/Mobile Banking 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 Automated Banking Service 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 telephone charges and/or online service fees you incur by accessing your accounts through Online or Mobile Banking or the Automated Banking Service.

**Service Termination** – If you do not access your Premier America account via the Online 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 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;
- Withdrawals in the form of a check payable to the primary member and mailed to the current account address;
- Order checks (Online Banking only);
- Change your PIN;
- Place a stop payment request;
- Third party bill payments through Bill Pay (see website), 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 the Automated Banking Service.



**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, you must have an account in good standing and have a PIN with us.

**Personal Identification Number (PIN) and Password** – You understand that you cannot use the Automated Banking Service without your PIN or Online Banking without your password. The first time you use Online or Mobile Banking you will enter your Member Number and PIN to then select a User ID and Password. The User ID and Password will be used thereafter to access Online and Mobile Banking. You are responsible for the safekeeping of your PIN or Password for all transactions made by use of the Automated Banking Service 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 Automated Banking Service 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 Mobile Apps 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 PIN or 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.

# ONLINE WIRE TRANSFER TERMS AND CONDITIONS

Online Wire Transfer services are an option. If you are approved for this Service, you can provide us with electronic instructions to wire money to any financial institution in the United States (Domestic Wire) or abroad (International Wire). You will receive a message that confirms our receipt of your wire instructions. See "Cutoff Hours" for daily processing deadlines. Payment orders, cancellations, or amendments received after the applicable cutoff time may be treated as having been received on the next following business day and processed accordingly.

1. **WIRE TRANSFER AUTHORITY** – Permission for use of this service is granted by the Credit Union to your Administrator. Your administrator has the authority to add or remove access to this service and set Wire Transfer limits for each user. See "Wire Transfer Limits".
2. **USING THE SERVICE** – 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.
3. **WIRE TRANSFER LIMITS** – We will transmit wires up to the limits established in the Daily Processing Limits that will be provided to you in your approved Business ACH and Wire Limits Application, or up to the available funds in your designated account whichever is less. We are not obligated to transmit any wire exceeding the limit. If you know you will need to send a wire that exceeds the processing limit, you are advised to notify us in advance and obtain permission to process the wire over the limit. There is no limit to the number of wire transfers that may be transmitted.
4. **REQUESTING A TRANSFER** – 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. Wire transfers will originate from your designated account. The Credit Union will charge your designated account for the amount of any funds transfer initiated by you or by any person authorized by you as an authorized party with the right of access to the account from which the funds transfer is to be made. You must designate the dollar amount of the transfer, the name of the payee, the payee's account number, the payee's address, and the receiving financial institution's information, including: ABA (Routing) number, institution name, and institution address. Additional information will be required if there is an intermediary institution. We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by OFAC. The Credit Union may, in its sole discretion, reject any funds transfer request which:
  - 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 which 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.
5. **PAYMENT ORDERS** – If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
6. **SECURITY PROCEDURES** – You agree that the authenticity of payment orders may be verified using your Login Credentials 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. You acknowledge that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of an order. No security procedures for the detection of any such error have been agreed upon between you and the Credit Union. You understand that you are strictly responsible to establish and maintain your internal security procedures to safeguard against unauthorized transmissions. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Login Credentials. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify us immediately followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by us prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.
7. **CONFIRMATIONS** – If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all fund transfers by including such items in the periodic account statements which 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.
8. **INTEREST** – 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.

9. **FEES** – 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 service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Business Schedule of Fees, which is incorporated herein by this reference.
10. **INTERNATIONAL WIRES** – 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 at the Credit Union's buying rate of exchange to United States dollars. 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 bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
11. **FUNDS AVAILABILITY** – You agree that by using the Wire Transfer services, you will provide immediately available funds no later than the daily processing deadline to offset any wires originated by you.
12. **INSUFFICIENT FUNDS** – We are not obligated to transmit any wire that exceeds the available funds of the account.
13. **TRANSFERS IRREVOCABLE** – You have no right to reverse, adjust, or revoke a transfer request after we receive it unless you and we agree.
14. **LIMITATION OF LIABILITY** – 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:
  - 1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer;
  - 2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information;
  - 3) the failure of other financial institutions to accept a funds transfer order;
  - 4) your negligent or intentional action or inaction and/or breach of this Agreement;
  - 5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or
  - 6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond 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.
15. **INDEMNIFICATION** – You agree to indemnify, defend, and hold us harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses and/or fines or penalties imposed by any governmental agency or other authority, arising out of or related to any fund transfers.
16. **CHANGE IN TERMS** – 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.

## PRIVACY POLICY

We have developed the following Privacy Policy to address our collection and disclosure of confidential or personally identifiable information. This policy applies to all persons and/or businesses who visit our websites as well as those who do business with us. Premier America Credit Union (and DBA TOP Premium Finance) are committed to protecting the privacy of our members, customers and website visitors. References to "we," "us" and "our" refer to Premier America Credit Union. References to "you," "your" and "yours" shall mean the members, customers and website visitors.

What You Can Do to Help Protect Your Information - We are committed to protecting your privacy.

We suggest you follow these guidelines:

- Protect your account numbers, card numbers, personal identification numbers (PINs), and Passwords. Never keep your PIN with your debit or credit card which would provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc., to other persons. If someone calls you, explains the call is on behalf of Premier America Credit Union and asks for your account number, you should beware. Official staff will have access to your information and will not need to ask for it.
- It is important that we have your current information so we may reach you. If we detect potentially fraudulent or unauthorized activity or use of any account, we will attempt to contact you immediately. If your address, phone number or email changes, please let us know.

## YOUR ONLINE PRIVACY

**Links to Non-Premier America Websites** - Premier America Credit Union offers links to other websites. Such sites are not within our control and may not follow the same privacy, security, or

accessibility standards as ours. We neither endorse nor guarantee, nor are we responsible for the security, content or availability of their sites. You are encouraged to review the privacy policies of third parties before providing information on their sites.

**Information We Gather Online** - You may visit our website to find out about products and services and check rates, without giving us any personally identifiable information. Our website, internet and mobile banking sites do not honor the Do Not Track settings available in major internet browsers. We may use software tools and/or “cookies” to track and gather information about your browsing activities in order to analyze usage, target areas for improvement, and create marketing programs to benefit our members or potential members. Tracking includes the date and time of visits, pages viewed, time spent on our site, browser types, Internet service provider, and the site visited just before and just after our site. We may also track browsing activities of members who have accounts with Premier America Credit Union and who use online Online Banking services. As part of our security procedures for members using our Online Banking to conduct account inquiries and transactions, we require personally identifiable information such as a login identification (login ID) and password. We consider your login in to be your consent to track your activity in order to provide you with your banking information. We may use a cookie to authenticate your request.

**About Cookies** - Cookies are small text files on your system, used to keep track of settings or data for a particular site. Websites can use cookies to identify a returning user or to pass information between web pages in a single visit. There are two types of cookies: temporary and permanent. Temporary cookies are deleted once the browser is shut down. Permanent cookies are stored on your system and can be accessed again for multiple visits. Permanent cookies usually have an expiration date and will be automatically deleted from your system at that time. Our Online Banking service never passes personally identifiable information through cookies. Online Banking also uses a temporary session cookie, a non-persistent cookie, or a pre-expired cookie. This cookie is used as part of stringent online security measures to make sure that each is not cached or saved on your computer (each page must be retrieved from the web server). This cookie is deleted when a user logs or times out of Online Banking or if the browser window is closed and ensures that another user on the same computer cannot access the previous user’s session or information. If you use Enhanced Login Security, then Online Banking may place a secure permanent cookie on your computer. This secure cookie is unique, and when used in combination with your login information, creates a unique way to identify you to the system. For every login attempt after you add extra security to a computer, this secure cookie is validated along with the login identification you normally enter. This secure cookie is only used to validate your identity and does not contain any personal information. Mobile Online Banking and Bill Pay service may use permanent cookies to speedup identification of device type. This cookie does not contain any personal information

**IP Addresses** – If you log on to Online Banking, you pass through a “firewall” used for security purposes and the Internet Protocol (IP) address associated with the computer you are using may be identified. The IP address does not identify you personally. In certain instances, it may also obtain other information about your computer to better identify you as an online user. This information may be retained in case it is needed for security or protection of member information.

**How You Can Manage Your Information Online** – If you are an Online/Mobile Banking user, you may access information and update some of your personal information quickly and easily online (e.g. change or reset your PIN, Password, phone number or postal address, including email addresses for alert services).

**Service Providers on the Internet** – Occasionally you will notice on our website that services are “Powered by” or “Provided by” content providers or technology service partners. We contract with these vendors to help serve you better. We are highly selective in choosing these companies, and they are only allowed to use member information for the purpose of providing the services contracted.

**Co-branded and Alliance Relationships** – We have established relationships with other parties on the internet. These other companies are accessed either through the use of, or by offering “co-branded” sites in which both Premier America Credit Union and the other company share the same URL, domain name or pages within a domain name on the internet and the names or logos of both companies are displayed. Generally, we do not own the co-branded sites and therefore do not control how those companies use any information supplied to them. It’s important that you review their privacy policy to understand how they manage any information you supply them. However, if you are providing us with information, we will always adhere to our Privacy Policy.

**Online Applications and Forms** – To protect the information you provide us online, we use multiple levels of security. All information sent using an online application or form is encrypted using security certificates issued by VeriSign. You may communicate with us using secure email forms on the website or within Online Banking.

**Email to Premier America Credit Union** – If you send an email outside of the website or Online Banking, that email is not necessarily secure against interception by unauthorized individuals. Therefore, we ask that you not send confidential account information through regular email. We will not transmit, through regular email, sensitive or personal information that can compromise or violate a user’s privacy. When you send an email, your email address will be used to reply, and for a limited time your email address, your message, and response for quality assurance purposes may be stored. This may also be done to meet legal and regulatory requirements. If your email address is collected in this manner, it will not be used to notify you about our products and services unless you have provided prior permission.

**Email from Premier America Credit Union and Your Preferences** – Email is sometimes used to inform members about products, services or product enhancements that may be of interest if you have provided permission. When you provide your email address online, you will have an opportunity

to tell us if you do not wish to receive these messages. You will also have the opportunity to opt out of future messages on each marketing email you receive. There will be some types of email, such as eStatement notifications and important disclosures, where opting-out is not available.

**Email from Other Sources** – We take your email marketing preference seriously and will not send marketing messages if you tell us you do not want to receive them. Additionally, we will send you email servicing messages only when necessary or at your initiation to quickly deliver important product enrollment, account or service information potentially requiring action on your part. Rest assured, when you receive such messages, they will be clearly marked as coming from us and will not request confidential information.

**Suspicious Email** – Should you receive a suspicious email that appears to be from Premier America Credit Union, please let us know by calling (800) 772-4000 or (818) 772-4000, email us using our secure email form at [www.PremierAmerica.com](mailto:www.PremierAmerica.com), or forward the email to [OnlineSecurity@PremierAmerica.com](mailto:OnlineSecurity@PremierAmerica.com). You may also wish to contact your Internet Service Provider for support in blocking emails or subscribing to a spam filter.

**Short Message Service (SMS) from Premier America Credit Union and Your Preferences** – SMS/Text is sometimes used to inform members about products, services or product enhancements that may be of interest if you have provided permission. When you provide your mobile phone number, you will have an opportunity to tell us if you do not wish to receive these messages via SMS/text. You will also have the opportunity to opt out of future messages on each SMS/text you receive.

**Bill Pay** - If you enroll in Bill Pay within Online/Mobile Banking, you should be aware that Bill Pay requires you to provide information about your Payees and Billers including addresses and any corresponding account numbers. The Bill Pay service uses this information to send payments on your behalf to your Payees and Billers for further processing.

**Funds Transfer** - If you enroll in Funds Transfer within our Online Banking, you should be aware that you will need to provide routing and account information of your external financial institutions and investment brokers. The Funds Transfer service uses this information to send money between your Premier America Credit Union accounts and your accounts held at other financial institutions or investment brokers.

**Account Aggregators** – Many companies offer account aggregation services that collect information from your accounts and consolidate into one site. In order for this to happen, you have to provide the company with sensitive account information, personal identifiers and an access code, Password or PIN. By giving up your Password or PIN, you are authorizing that company to access your account. All transactions conducted by the account aggregator using an access code you provide to them are considered authorized by you.

**Protecting Children's Privacy** – We respect the privacy of children, and comply with the practices established under the Children's Online Privacy Protection Act (COPPA). We do not knowingly collect or retain personally identifiable information from consumers under the age of thirteen. For more information about COPPA please visit the Federal Trade Commission website.

## Your General Privacy

### WHAT DOES PREMIER AMERICA CREDIT UNION AND/OR TOP PREMIUM FINANCE DO WITH YOUR PERSONAL INFORMATION?

**Why?** – Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** – The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number, account balances, assets and income, payment history, electronic bills, and billing, credit history and credit scores, credit card numbers and usage, checking account information, overdraft history, current and past employers and/or financial institutions, email address, consumer purchasing and census data, data transmitted through cell phones and other mobile devices and postal address. When you are no longer a member, we continue to share your information as described in this notice.

**How?** – All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Premier America Credit Union chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information

Does Premier America share?	Can you limit this sharing?	
Yes	No	For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus
Yes	Yes	For our marketing purposes – to offer our products and services to you
Yes	Yes	For joint marketing with other financial companies
No	No	For non-affiliates to market to you

To limit our sharing

- Call (800) 772-4000 or (818) 772-4000, or
  - Send us a secure email by logging into Online Banking at [www.PremierAmerica.com](http://www.PremierAmerica.com), or
  - Mail your choices to us including your name address and account number(s) and let us know any/all you want to limit:
- \* **Do not share my personal information for marketing purposes – to offer our products and services.**
- \* **Do not share my personal information for joint marketing with other financial companies.**

**Please note:** If you are a new member, we can begin sharing your information 30 days from the date we provide this notice. When you are no longer a member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?** – Call (800) 772-4000 or (818) 772-4000, or send an email to [notify@PremierAmerica.com](mailto:notify@PremierAmerica.com)

WHAT WE DO

**How does Premier America protect my personal information?** – To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Premier America collect my personal information?** – We collect your personal information, for example, when you open an account, make deposits or withdrawals from your account, pay your bills, apply for a loan, use your credit or debit card, make a wire transfer, show your Driver’s License, visit our website, use our external funds transfer or bill payment services, and complete an application or form. We also collect your personal information from others, such as credit bureaus, or other companies.

- Why can’t I limit all sharing?** – Federal law gives you the right to limit only:
- Sharing for affiliates’ everyday business purposes—information about your creditworthiness
  - Affiliates from using your information to market to you
  - Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**What happens when I limit sharing for an account I hold jointly with someone else?** – Your choices will apply to everyone on your account.

DEFINITIONS

**Affiliates** – Companies related by common ownership or control. They can be financial and nonfinancial companies. Premier America Credit Union does not have any affiliates.

**Non-affiliates** – Companies not related by common ownership or control. They can be financial and non-financial companies.

**Joint marketing** – A formal agreement between non-affiliated financial companies that together market financial products or services to 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**

UNIVERSAL CITY - 100 UNIVERSAL CITY  
NORTHROP GRUMMAN - 21240 BURBANK BLVD.

### **HOUSTON BRANCHES**

9630 WESTHEIMER RD., SUITE 850

### **RESTRICTED ACCESS**

2001 RANKIN ROAD

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



# PREMIER AMERICA CREDIT UNION

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



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