

Things You Need To Know About Your Account

Terms And Conditions

Electronic Transfers

Funds Availability

Substitute Checks

Truth-In-Savings

Privacy Notice And Disclosure

Effective February 1, 2012

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your Driver License or other identifying documents and we may retain an image.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign your Membership Agreement or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document. If you have any questions, please send us a message via Live Chat at [sdccu.com](https://www.sdccu.com) or call us at (877) 732-2848.

This Agreement is subject to applicable federal laws and the laws of the State of California (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal laws that govern our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the Membership Agreement for your account or in some other document.

As used in this document the words "we," "our" and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

MEMBERSHIP ELIGIBILITY - To be eligible for membership, you must be an individual or entity within San Diego County Credit Union's (SDCCU®) field of membership and meet account opening criteria. You must purchase and maintain a minimum of one full share (\$1), in your primary share account at all times as a condition of membership. The first \$1 deposited into your primary share account (your membership share) will be held. You cannot use the \$1 in your primary share account including and without limitation to pay overdrafts on your checking account, loan or credit card payments, preauthorized withdrawals, Automated Teller Machine (ATM) or other electronic services associated with your account.

NATIONAL CREDIT UNION SHARE INSURANCE FUND - This credit union is federally insured by the National Credit Union Administration.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open (if a cutoff time applies), or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence.

WITHDRAWALS - Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the Funds Availability Disclosure section for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In addition, we may place limitations on the account until your identity is verified.

Waivers - Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

Multiple signatures, electronic check conversion and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to

examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

OVERDRAFT/COURTESY CLEARING - SDCCU encourages members to avoid overdrafts. You can minimize the risk of overdrafts by keeping good records and promptly balancing your account to your statement. If we receive a check, preauthorized withdrawal, ATM or debit card transaction drawn on your account and there are not sufficient funds in the account to pay the item, we may do one of the following:

- Pay the item by transferring funds from one of your other SDCCU accounts under the terms of any SDCCU overdraft protection plan you have established. You may select your savings, money market, checking or line of credit equity line or Visa® accounts for overdraft protection. SDCCU will transfer any available amount necessary to cover the item presented for payment and the associated fee, which applies to each overdraft protection transfer (refer to the Consumer Services Fee Schedule). If you have selected a line of credit account, transfers will occur if sufficient credit is available and your line of credit is not delinquent. There are no limitations on the number of overdraft protection transfers which can be made per month from your line of credit. Savings transfers are limited per calendar month (see the Transfer Limitations section in this booklet for more details). If you designate a savings account for overdraft protection, the overdraft plan is not automatically transferred if you move the funds to another savings account. Your primary savings account will not be brought below the \$50 minimum balance for overdraft protection.
- Check or preauthorized withdrawal - Pay the item as a courtesy clearing which creates an overdraft/negative balance in your account. A fee applies for each courtesy clearing (refer to the Consumer Services Fee Schedule). You must offset any negative balance within ten (10) days of the overdraft. You will be notified if your account qualifies and is enrolled in the courtesy clearing program. The notice will contain the maximum dollar amount your account will be taken negative to pay an item including the fee. SDCCU reserves the right to limit participation and/or stop paying items at any time, without notice to you. You may opt out of courtesy clearing by contacting us. We may place a hold on balances in any other account you may have with us until the negative balance is paid, or we may offset the amount of the overdraft against any of your other accounts including accounts to which your salary, Social Security or disability benefits are directly deposited by the payer or loan accounts according to the terms of this Agreement. Checks negotiated in person are not eligible for courtesy clearing.
- Debit card transaction - If you have signed up for the Debit Card Overdraft Service we may pay the debit card transaction as a courtesy creating an overdraft/negative balance in your account. A fee applies for each overdraft clearing (refer to the Consumer Services Fee Schedule). You must offset any negative balance within ten (10) days of the overdraft. SDCCU reserves the right to limit participation and/or stop paying items at any time without notice to you. You may cancel Debit Card Overdraft Service by contacting us. We may place a hold on balances in any other account you may have with us until the negative balance is paid, or we may offset the amount of the overdraft against any of your other accounts including accounts to which your salary, Social Security or disability benefits are directly deposited by the payer or loan accounts according to the terms of this Agreement.
- Return the item unpaid. A fee may apply for some types of returned items (refer to the Consumer Services Fee Schedule).

We may terminate, without notice, any account with excessive insufficient funds activity. In addition, we may report the account to consumer reporting agencies such as ChexSystems.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover such overdrafts and overdraft fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, as specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this Agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual account - is an account in the name of one person.

Joint account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). All owners must meet our qualifications for membership. Each owner of this account has the ability to establish and close sub-accounts and has access to all sub-accounts including but not limited to, balance information, account history and available funds on revolving lines of credit and overdraft plans.

P.O.D. account with single party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death beneficiary(ies).

P.O.D. account with multiple parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death beneficiary(ies).

Trust and fiduciary account subject to separate agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are held in the name of the minor. The account may be accessed only by the custodian (or successor custodian) and the funds must be used for the benefit of the minor. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit. For this type of account, the minor's SSN/TIN is used for the Backup Withholding Certification.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any person(s) authorized to transact on the account. You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. When you place your stop payment order we will tell you what information we need to stop payment. This information must be exact since stop payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, if your stop payment order is given to us in writing it is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop payment order was verbal your stop payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any

legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order.

Limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, electronic or telephonic transfer to another account of yours or to a third party or by check, debit card or similar order to a third party during any calendar month (or statement cycle of at least four (4) weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the Automated Clearing House (ACH). If the transfer or withdrawal is initiated in person, by mail or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this Agreement. Rules governing changes in rates are provided separately in the Truth-In-Savings section of this disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership with SDCCU terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this Agreement. You may be expelled from membership if you are convicted of a criminal offense, fail to carry out your contracts with us, exhibit conduct and/or behavior which poses a threat to the health, safety and welfare of our personnel and/or other members and refuse to comply with the provisions of California Credit Union Law or SDCCU's bylaws. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to the Electronic Fund Transfers disclosure section of this booklet and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to the section entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. This means that all account owners have not yet signed the Membership Agreement, or that some other account opening requirement has not been completed. We may give you a duplicate Membership Agreement so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or from any other account you have with us, any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance due for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account (IRA) or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages or expenses that result from your placement of these or other special instructions on your check(s).

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

BULK DEPOSITS - At our discretion, a deposit containing a high volume of checks may be processed as a Bulk Deposit meaning funds are deposited immediately based on the total provided and are verified by the close of that business day. Funds are not available until the amounts are reconciled and any adjustments made in accordance with the Funds Availability Disclosure section of this booklet.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we provide you with a copy of an item(s).

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

ACH AND WIRE TRANSFERS - This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of California. If you originate a fund transfer for which Fedwire® is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by National Automated Clearing House Association (NACHA) rules. These rules provide, among other things, that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

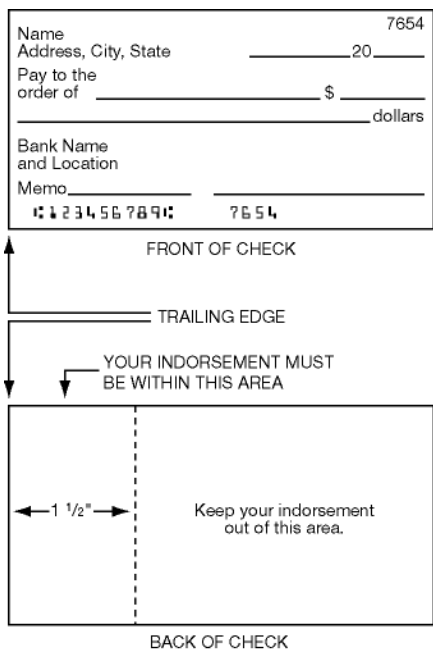
POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf (we, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit). This may be done by allowing your agent to sign in that capacity on the Membership Agreement or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, Driver License number, etc.) must fall within 1 1/2" of the "trailing edge" of a check.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, a prior endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state (we may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere). Generally, the funds in your account and property in a Safe Deposit Box are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report dividend payments we make to you of \$10 or more in a year, and to include your Taxpayer Identification Number (TIN) on the report (the TIN is your Social Security Number if you are an individual). Reporting includes dividends and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the dividends that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold dividend payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of any dividends. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your dividend income.

Account Type - TIN

Individual account - SSN of the individual.

Joint account - SSN of the owner named first on the account.

UTMA account - SSN of the minor.

CREDIT VERIFICATION - You agree that we may verify and re-verify credit, financial history, identification and employment history by any necessary means, including obtaining a report from a consumer reporting agency (e.g. credit report, ChexSystem report, etc.).

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

TRANSACTIONS BY MAIL - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully, call us or send us a Secure Message through Internet Branch online banking to ensure that we received the item. Do not send cash through the mail for deposit.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, at our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action is made. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather, and in some cases report, information on certain transactions. If information requested from you is not provided, the transaction may be refused and account services may be limited, including account closure.

COLLECTION COSTS AND ATTORNEYS' FEES - If you are in default of any of these Terms and Conditions, you agree to pay SDCCU's collection costs, attorneys' fees, court costs and any other expense of enforcing SDCCU's rights under these Terms and Conditions. Further, if we can prove that you knowingly made false statements or reports for the purpose of influencing our decision in opening an account(s) and/or in providing you service(s), you agree to pay SDCCU's collection costs, attorneys' fees, court costs and any other expense of enforcing our rights under these Terms and Conditions.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. Please refer to our Consumer Services Fee Schedule for applicable fees.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributed to the loss.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of loss, missing or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address and/or your name. Unless we agree otherwise, changes of address and/or name must be made in writing by at least one of the account holders. Informing us of your address and/or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. You agree that SDCCU may access the records of the California Department of Motor Vehicles to obtain your current mailing address and by so agreeing, you waive your rights under section 1808.22 of the California Vehicle Code.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members who have not done what they are required to do under our Agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

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

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. You may be issued a Visa check card or ATM card ("Card") to access funds in your account(s). The Card remains the property of SDCCU. We may modify, restrict or cancel the Card at any time with notice, or without notice if the account presents an actual or anticipated risk of loss or to ensure the security of your account. You understand associated fees may also be included with transactions. If a transaction is requested and there are not enough available funds in the account, the transaction may be declined or may trigger overdraft activity based on your overdraft elections with us. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic fund transfers initiated by third parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and SDCCU information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your SDCCU account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).
- **Electronic check or draft conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account(s) using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

TalkTone Teller® or TouchTone Teller telephone transfers - types of transfers- You may access your account by telephone 24-hours a day using your PIN, a TouchTone Phone (TouchTone Teller only) and your account numbers, to:

- transfer funds between checking, savings and loan accounts with us
- make payments from checking and/or savings to loan accounts with us
- get information about the account balance of checking, savings and loan accounts with us

Other transactions are available. Please refer to our Telephone Banking Brochure for details.

ATM Transfers - types of transfers - You may access your account(s) by ATM using your Card and PIN, to:

- make deposits to checking and/or savings account(s) with us
- get cash withdrawals from checking and/or savings account(s) with us
- transfer funds between checking and savings account(s) with us
- make payments from checking and/or savings account(s) to loan accounts with us
- get information about the account balance of your checking, savings, and loan account(s) with us

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

Types of point-of-sale transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits or from a participating financial institution, and do anything that a participating merchant will accept.

ATM point-of-sale and Visa Network transactions - dollar limitations - Using your Card (as debit):

There are limits to the aggregate dollar amount of transactions you can make in a day depending on your account and the type of transaction you are performing, as listed in the following table. If your available account balance is lower than any of these limits, your available account balance is the maximum that can be withdrawn. These limits assume all network communications are active. If any communication systems are offline, the limit is \$100 per card per account per day for all transaction types.

Daily Aggregate Dollar Limits

Account Type	At ATMs	Via Point Of Sale (POS)	Via Visa Network
Builder Account	\$300	\$500	\$500
teenFIRST® Account	\$300 per card per account ¹	\$300 per card per account ¹	\$300 ¹
High-Yield Checking Account	\$1,000 per card per account	\$2,000 per card per account	\$5,000
All Other Accounts	\$500 per card per account	\$2,000 per card per account	\$5,000

¹A parent or guardian listed on the account may impose lower limits. The maximum daily total combined amount for all transaction types (ATM, POS and Visa Network) cannot exceed \$900 per card per account.

Types of Visa Debit Card point-of-sale and Visa Network transactions - You may access your checking account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Visa network transactions are treated as checks for purposes of the account disclosures, with the following exceptions: (1) You do not have the right to stop payment on Visa debit card transactions and (2) SDCCU may charge withdrawals to your checking account in any order it determines; and if the account balance is not sufficient to cover all withdrawals, SDCCU may pay Visa debit card withdrawals and dishonor checks at SDCCU's sole discretion.

Currency conversion and international transactions - When you use your card at a merchant or ATM that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by the processing network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the processing network itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Processing networks charge an International Service Assessment on all international transactions, regardless of whether or not there is a currency conversion. As a result, a 2% international transaction fee is charged on all international transactions. An international transaction is a transaction where the country of the merchant or ATM is outside the U.S.

Advisory against illegal use - You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit transaction processing - We have enabled non-Visa debit transaction processing. This means you may use your SDCCU Visa debit card on a PIN-Debit Network¹ (a non-Visa network) without using a PIN.

The non-Visa debit network for which such transactions are enabled is: STAR® Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your SDCCU Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a Point-Of-Sale (POS) terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your Agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

¹Visa Rules generally define the **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a PIN but that is not generally known for having a card program.

Internet Branch and Bill Payer Plus™ computer transfers - types of transfers - You may access your account(s) by computer through the Internet by logging onto our website at sdccu.com and using your Internet Branch online banking password and your log in ID/account numbers, to:

- transfer funds between checking, savings and loan account(s) with us
- make payments from checking and/or savings to loan account(s) with us
- make payments from checking to third parties
 - please refer to our Consumer Services Fee Schedule for details
- get information about:
 - the account balance of checking, savings or loan account(s) with us

Other transactions are available. Please refer to the specific Internet Branch and Bill Payer Plus Terms and Conditions found on sdccu.com for details.

On The Go Branch™ Mobile Banking - For information regarding access, transactions available and limitations, please refer to the On The Go Branch disclosure or visit sdccu.com.

FEES - Please refer to our Consumer Services Fee Schedule for any applicable fees.

ATM operator/network fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (877) 732-2848 to find out whether or not the deposit has been made.

Periodic statements -

- You will get a monthly account statement from us for your checking and money market account(s).
- You will get a monthly account statement from us for your savings account(s), unless there are no electronic transactions in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS - Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Consumer Services Fee Schedule for the amount we will charge you for each stop payment order you give.

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

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY - Liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement(s) with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our Agreement(s) with you.

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

- (1) where it is necessary for completing transfers; 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 government agency or court orders; or
- (4) as explained in the Privacy Notice and Disclosure.

UNAUTHORIZED TRANSFERS - consumer liability - *Generally*. Tell us at once if you believe your card(s) and/or PIN/password code(s) has/have been lost or stolen, or if you believe that an electronic fund transfer(s) has/have been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card(s) and/or code(s) has/have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your card(s) and/or code(s) you can lose no more than \$50 if someone used your card(s) and/or code(s) without your permission. Also, if you do NOT tell us within two (2) business days after you learn of the loss or theft of your card(s) and/or code(s), and we can prove we could have stopped someone from using your card(s) and/or code(s) without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made by card(s), code(s) or other means that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Limited Liability for Visa Debit Card - Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a PIN. You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use.

In addition, when used in POS transactions, and unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions if your card is lost or stolen. This limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by Visa.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than Visa POS transactions) that occur after the close of the 60 days and before you give us notice.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

Your Card and PIN are for personal use only. You agree not to allow another person to use your Card and/or PIN and understand you are fully liable for all transactions conducted by anyone with whom you have shared your Card and/or PIN.

Contact in event of unauthorized transfer - If you believe your card(s) and/or code(s) has/have been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number and/or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE - In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within ten (10) business days (five (5) business days for Visa debit card POS transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa debit card POS transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SAN DIEGO COUNTY CREDIT UNION
6545 SEQUENCE DRIVE
SAN DIEGO, CALIFORNIA 92121
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: **(877) 732-2848**

MORE DETAILED INFORMATION IS AVAILABLE
UPON REQUEST.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS - As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your transactions at home (for instance, fill out a deposit slip) to minimize your time at the ATM or night deposit facility.
- (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Don't lend your ATM Card to anyone.
- (5) Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
- (6) Protect the secrecy of your PIN. Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (8) If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
- (9) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- (10) Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
- (12) Don't display your cash; secure it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
- (13) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- (14) We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to "transaction" accounts and savings accounts for all deposits excluding deposits made through SDCCU Mobile Deposit. For information regarding the funds availability of deposits made through SDCCU Mobile Deposit, please refer to the SDCCU Mobile Deposit disclosure or visit sdccu.com. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash, check, and electronic deposits available to you on the business day we receive your deposit. In some cases, we may delay your ability to withdraw funds. Then, the funds will generally be available to you by the second business day after we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

- The cut-off time for the lobby and drop box is one hour prior to closing.

If you make a deposit at an ATM we own or operate before 3:00 P.M. Pacific Standard Time (PST) 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 at an ATM we own or operate after 3:00 P.M., on a Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available immediately.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS - If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the second business day after the day of your deposit unless longer delays apply. The first \$200 of your deposit(s), however, will be available immediately.

DEPOSITS AT AUTOMATED TELLER MACHINES - Funds from any deposits (cash or checks) made at ATMs will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you deposited at ATMs that we own or operate will be available on the first business day after the day of deposit. Also, the first \$200 of a day's deposit(s) made at ATMs we own or operate will be available immediately. Checks drawn on SDCCU will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS

As our member, we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

What is a substitute check? - To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

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

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

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

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

How do I make a claim for a refund? - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling, sending us a Secure Message through Internet Branch, writing us or by visiting any of our convenient branch locations.

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

Your claim must include —

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

TRUTH-IN-SAVINGS DISCLOSURE

Rate Information - The dividend rate and Annual Percentage Yield (APY) may change at any time, as determined by SDCCU's Board of Directors. Refer to the Deposit Rates sheet for dividend rates and APYs.

Balance Information - Refer to the Deposit Rates sheet for minimum balance information.

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

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Certificate Accounts - Refer to the certificate account disclosure for information regarding APY, dividend rate, compounding and crediting, balance information and transaction limitations.

Fees - Please see our separate Consumer Services Fee Schedule for current fees that may apply.

Transfer limitations - Please see the Transfer Limitations section of this booklet and any separate disclosure(s), if applicable, for transfer limitation information.

FACTS**WHAT DOES SAN DIEGO COUNTY CREDIT UNION (SDCCU) 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 and Credit History
- Account Balances and Account Transactions
- Income and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share consumer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their consumer's personal information; the reasons SDCCU® chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SDCCU share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call (877) SDCCU-4U (732-2848) or go to sdccu.com

What we do

<p>How does SDCCU protect my personal information?</p>	<p>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.</p> <p>We limit employee access to personal information and we maintain strong physical, electronic, contractual and procedural safeguards.</p>
<p>How does SDCCU collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account or show your Driver License ■ Apply for a loan or use your credit or debit card ■ Make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you

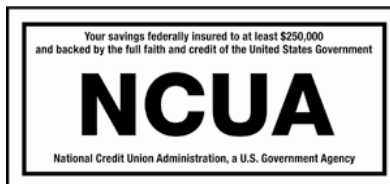
Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>SDCCU does not share with our affiliates</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>SDCCU does not share with nonaffiliated third parties so they can market to you</i>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>SDCCU does not share information for joint marketing</i>

San Diego County Credit Union
6545 Sequence Drive
San Diego, CA 92121

Business Days: Monday through Friday
excluding Federal Holidays

(877) 732-2848 | sdccu.com



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