Account Disclosures and Agreement

Terms and Conditions

Electronic Transfers

Funds Availability

Substitute Checks

Truth-In-Savings

Effective July 1, 2026

San Diego County Credit Union®
sdccu.com

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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 of such documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference or log in to Internet Branch online banking, visit the Self Service section to view "Important Information About Your Account." If you open the account (whether inperson, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please send us a Secure Message within SDCCU Internet Branch online and mobile banking or contact us at **(877) 732-2848**.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement 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 agreement 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. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean San Diego County Credit Union (SDCCU®) 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. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement 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 agreement 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 a person 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 shares) 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 (NCUA).

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, without notice to you, 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 be liable for our costs 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. This includes, but is 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. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

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. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 -

Important terms for accounts where more than one person can withdraw - 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. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

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 by our policy, 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 any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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.

Cash withdrawals - The credit union may place reasonable restrictions on when and how you make any large cash withdrawal. This may include requiring reasonable advance notice for large cash withdrawals and/or daily, weekly or monthly cash withdrawal limitations. The credit union may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) if we believe that the amount is unreasonably large or that honoring the request would cause the credit union an undue hardship or security risk. At the credit union's sole discretion, we may also require you sign a document releasing us from any liability if you are robbed or assaulted. The credit union is not responsible for providing for your security in such transactions. The credit union may refuse the withdrawal request if you do not agree with these conditions. We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier’s check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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 signatures or otherwise examine the original check or 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.

Posting of Deposits and Withdrawals to/from your Account

SDCCU generally posts transactions presented on your account in the order described below. This section discusses some of the common transactions that will post to your account.

SDCCU posts the following deposit and/or withdrawal transactions to your account in the order they are received when we receive them.

- One-time and recurring debit-card transactions;
- ACH deposits and withdrawals;
- Deposit and withdrawal transactions made with our tellers;
- Deposit and withdrawal transactions at an ATM;
- Online transfers, SDCCU Mobile Deposit, telephone transfers;
- Wire transfers.

As an example, if we receive, on the same business day, an ACH deposit to your account for $100 in the morning and an ACH withdrawal from your account for $100 in the afternoon, the $100 deposit and any other available balance you had would be utilized to pay the $100 withdrawal. On a different day, if we receive on the same business day, an ACH withdrawal from your account for $100 in the morning and an ACH deposit to your account for $100 in the afternoon, only your available balance would be utilized to cover the $100 withdrawal since the $100 deposit was not received when the withdrawal was posted.

SDCCU processes check transactions in a variety of ways depending on the nature of the transaction. SDCCU posts the following checks written against your account in the order they are received when we receive them.

- In-person at any of our branch locations;
- At a SDCCU ATM;
- Through SDCCU Mobile Deposit;
- A check written against your account that is electronically converted, for example by a merchant, into an ACH withdrawal.

SDCCU will post any other check, not described above, at the end of the business day if they are presented to us from another financial institution. These checks will post to your account from the lowest to highest dollar amount.

Your Available Balance - The available balance in your account plays a significant role in the operation of your account. Your available balance is the balance in your account that we use to determine if you have sufficient funds to cover a transaction when we pay the transaction. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. In determining the available balance in your account, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Your account is considered overdrawn when there is an insufficient available balance to cover a transaction when it is paid. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. If your available balance is sufficient to cover a transaction at the time you authorize a transaction, but due to intervening expenditures your available balance is not sufficient to cover the transaction at the time of payment, we may pay the transaction as an overdraft and you may incur fees. Your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, ACH transactions or other outstanding transactions that have not yet been paid from your account. For example, outstanding checks you have written will not be reflected in your available balance until they are presented to us and paid from your account.

Also, your available balance may not reflect all of your everyday debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been

received by us and paid from your account. See the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance. In addition, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds Availability Disclosure."

Authorization Holds for Debit Card Transactions - When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. We generally place a temporary hold against some or all of the funds in the account linked to your debit card if and when an authorization request is obtained. The amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day).

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase). For those transactions, the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We will determine whether a transaction is paid into overdraft at the time such transaction is paid and not upon your initial authorization.

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

NONSUFFICIENT FUNDS (NSF) AND OVERDRAFTS

You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. You are also responsible for keeping track of transactions you have authorized, but have not been paid as we will determine whether you incur an overdraft or nonsufficient funds (NSF) fee each time a transaction is presented for payment when you have non-sufficient available funds to cover that transaction. We encourage you to manage your funds responsibly and avoid overdrafts. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks, ACH transactions, or automatic bill payments for example), as your available balance will not reflect these transactions until they are paid from your account. As discussed in the section entitled "Your Available Balance," your available balance may also not reflect all of your debit card transactions. Also remember that you should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal (Refer to "Funds Availability Disclosure" for complete details).

You can avoid fees for nonsufficient funds (NSF) items and overdrafts by making sure that your account always contains sufficient available funds to cover all of your transactions when they are presented to us for payment. We offer three overdraft protection options, for a fee, that you can use to help you manage your account and help you avoid returned items.

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. We are not obligated to pay any item presented for payment against your account if the available balance in your account is nonsufficient to cover the item. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying overdraft items in connection with transactions where there is a nonsufficient available balance. We may pay all, some, or none of your overdrafts, without notice to you. NSF fees may be assessed each time a check, ACH, debit transfer or any other type of item is presented to us for payment or payment is otherwise requested. An item may be presented for payment more than once, including by re-presentment, re-submission, or re-initiation, by you, a merchant, a payment processor, another financial institution, or any other third party involved in processing or collecting the item for payment. If we do not authorize a transaction, we will decline the transaction. If we do not pay an overdraft, then we will return the item unpaid. Each time we return an item unpaid, a fee may apply. As a result, multiple NSF fees may be assessed on the same underlying item even if you authorized or presented it only once. The amount of the fee will depend on the Consumer Services Fee Schedule in place at the time the fee is assessed (for current fees refer to the Consumer Services Fee Schedule).

OVERDRAFT PROTECTION OPTIONS - Overdraft protection helps protect your checking account when there are nonsufficient available funds to cover transactions such as checks, ACH withdrawals, ATM withdrawals and debit card transactions at the time such transactions are paid. We offer three types of overdraft protection options for a fee:

1. **Overdraft Transfer -** You may set up Overdraft Transfer by linking your checking account to another SDCCU account, such as a savings, money market, checking, home equity line of credit (HELOC) or Visa credit card. In the event that you do not have enough available funds in your checking account to cover a transaction, Overdraft Transfer automatically transfers the amount necessary to cover the transaction and the Transfer Fee. The Transfer Fee may apply each time we make a transfer from the designated linked account to your checking account (Refer to the Consumer Services Fee Schedule.) Overdraft Transfer is not available for Wave Checking accounts.

   If you enroll in Overdraft Transfer and link your savings or money market account, transfers are limited per calendar month in compliance with Federal Banking Regulation D (see the sections regarding "transaction limitations" in the Truth and Savings Disclosures section regarding savings accounts for more details). If you exceed the transaction limitations, we may, at our discretion, pay the item and charge a Reg D Excess Transaction Fee to the checking account (refer to the Consumer Services Fee Schedule.) We will not automatically transfer funds to cover an overdraft from an account that is not linked.

   If you enroll in Overdraft Transfer and link your Visa credit card, transfers will be considered cash advances under your Credit Card Agreement and will accrue interest at the APR stated in your Credit Card Agreement. A cash advance fee may apply to each transfer (Refer to your Credit Card Agreement). If you enroll in Overdraft Transfer and link your home equity line of credit (HELOC), transfers will accrue interest at the APR stated in your Home Equity Line of Credit Agreement. If you have selected a Visa credit card or a home equity line of credit (HELOC) account, transfers will occur if sufficient credit is available and your Visa credit card or home equity line of credit is not delinquent.

2. **Courtesy Clearing -** Courtesy Clearing is a service that comes with a qualified checking account after it has been open for 90 days. Courtesy Clearing is not available for teenFIRST, Builder Checking and Wave Checking accounts. You will be notified if your account qualifies and is enrolled in Courtesy Clearing. The notice will contain the maximum dollar amount your account will be taken negative to pay an item. In the event that you do not have enough available funds in your checking account to cover a transaction, SDCCU may pay, at our discretion, the item up to your Courtesy Clearing limit, for a fee. This includes SDCCU authorizing and paying overdrafts for drafts/checks and other transactions made using your checking account, preauthorized withdrawals, ACH transactions and automatic bill payments. We will not pay checks presented in person in any of our branch locations that would create an overdraft using Courtesy Clearing.

   Paying items through Courtesy Clearing will create an overdraft/negative balance in your account. A fee applies for each Courtesy Clearing transaction (refer to the Consumer Services Fee Schedule). You must bring your checking account to a positive 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 opt out of Courtesy Clearing by calling **(877) 732-2848**, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

3. **Debit Card Overdraft Service -** If you have opted into the Debit Card Overdraft Service we may authorize your ATM and everyday debit card transactions such as PIN and signature-based transactions, even though you have non-sufficient available funds to cover the authorized amount. If you have non-sufficient available funds when your PIN or signature-based debit card transaction is presented for payment, we may pay the transaction into overdraft and you may incur a fee. Unless you opt into the Debit Card Overdraft Service, we will not authorize ATM and everyday debit card transactions that, upon authorization, would cause you to have a negative available balance. For more information, refer to our separate disclosure entitled "What You Need to Know About Overdrafts and Overdraft Fees."

   Generally you will be provided with up to $300 in overdraft protection for qualifying accounts. Debit Card Overdraft Service is not available for teenFirst or Wave checking accounts. A fee applies each time you use the Debit Card Overdraft Service and your available balance is overdrawn by more than $20 at the time the ATM or everyday debit card transaction posts to your account (refer to Consumer Services Fee Schedule). You must bring your checking account to a positive balance within ten (10) days of the overdraft. You may choose at any time to opt out and not participate in the Debit Card Overdraft Service by calling **(877) 732-2848**, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

Nonsufficient Funds (NSF) and Overdraft Fees Daily Limit

You may only be charged a total of up to four (4) Courtesy Clearing, Debit Card Overdraft Service and/or Nonsufficient Funds (NSF) fees per day, per checking account. If you are enrolled in Courtesy Clearing, Debit Card Overdraft Service, or both and have reached your daily fee limit we may pay additional overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. NSF fees may be assessed each time a check, ACH or debit transfer [and any other type of item] is presented or payment is otherwise requested and you have non-sufficient available funds to cover that item. You may also be assessed an overdraft fee on an item that was previously rejected and assessed an NSF fee, but is later resubmitted and paid into overdraft. You agree that multiple attempts may be made to submit a returned item for payment and that multiple fees may be charged to you as a result of a returned item and resubmission. Overdraft Transfer and Reg D Excess Transaction fees charged to your checking account are not included in this daily limit.

Additional Information

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. We have no obligation to pay any items drawn against nonsufficient funds. We may terminate or limit participation in Courtesy Clearing and/or Debit Card Overdraft Service and/or stop paying items at any time without notice to you.

If you have a negative balance in any account you have with 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 negative balance against any of your other accounts as permitted by law. In addition, we may report your account to consumer reporting agencies such as ChexSystems and other credit bureaus. You will be notified by mail to your last address shown on the Credit Union's records, or by email as permitted by law, of any items drawn against nonsufficient available funds paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees that you owe us shall be due within ten (10) days. If there is an item drawn against nonsufficient funds paid by us on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees (if any).

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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 protection options.

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.

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.

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. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. 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. You represent that you have the authority to open and conduct business on this account on behalf of the entity. 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 - 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 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 automation. 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. Generally, if your stop-payment order is given to us in writing it is effective for six 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 oral 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. You may initiate a stop payment order by calling **(877) 732-2848**, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

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).

PREAUTHORIZED TRANSFERS - 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 amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates) except as prohibited by law. For any of these types of changes, impacting your rights we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations. SDCCU reserves the right to terminate your account, suspend your services, or expel you from membership if you are (i) convicted of a criminal offense, including moral turpitude, (ii) fail to carry out your contracts, agreements, or obligations with us, (iii) exhibit conduct and/or behavior which poses a threat to the health, safety and welfare of our personnel and/or other members through any means (including, but not limited to, electronic communications), (iv) engage in behavior that inflicts or is intended to inflict harm upon, or otherwise harass, bully, disparage or defame SDCCU, its personnel, any SDCCU member, any other individual who is present with a branch, office or location of SDCCU, or any individual otherwise engaged in business on behalf of SDCCU, (v) exhibit behavior which interferes with credit union personnel carrying out their duties or functions, or (vi) refuse to comply with the provisions of California Credit Union Law or SDCCU's bylaws. The determination of whether you have engaged in activities sufficient to warrant termination of your account, suspension of your services, or expulsion from SDCCU will be made by SDCCU in its discretion based on the circumstances.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) 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 further agree that if you fail to report any unauthorized signatures or alterations 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 or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any 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 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., online, mobile,

debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

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

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, 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 available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If all account owners have not yet signed the Membership Agreement, or that some other account opening requirement has not been completed we may consider this a temporary account. 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 any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may offset any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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, or (d) offset is prohibited by the Military Lending Act ("MLA") or its implementing regulations. 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 OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions 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." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason,

we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages or expenses that result from your placement of these restrictions or instructions on your check(s).

PLEDGES - 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 process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. 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 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.

FUNDS TRANSFERS - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 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) and other funds-transfer system rules, as applicable. 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. Credit entries may be made by ACH or other funds-transfer systems. 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.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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.

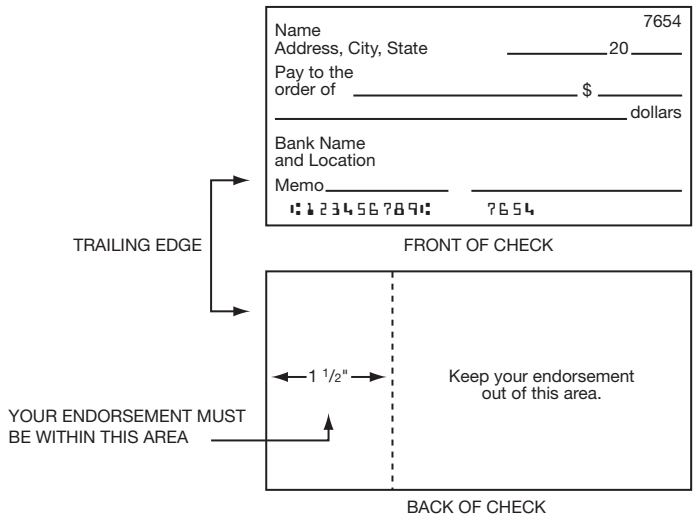
POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf (we, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit). This may be done by allowing your agent to sign in that capacity on the Membership Agreement 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 in the "Stop Payment" section of this Agreement.

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. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

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, another 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. Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by applicable state law.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items and instructions until: (a) we know of your death or adjudication of 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 adjudication of incompetence for up to ten (10) days after your death or adjudication of 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 (SSN) 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 Types - 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, ChexSystems report, etc.).

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

as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you - i.e., the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. In these cases, we will not have any liability to you if there are nonsufficient 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 and applicable law. 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, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to 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.

ATTORNEYS' FEES AND COSTS - If you are in default with this Agreement, you agree to pay SDCCU's attorneys' fees, court costs and any other expense of enforcing SDCCU's rights under this Agreement. Further, if we can prove that you 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 attorneys' fees, court costs and any other expense of enforcing our rights under this Agreement.

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.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers 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). 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 contributes to the loss.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - By signing your Membership Agreement or opening an account with SDCCU, you are agreeing that we may monitor or record phone calls for security reasons, to maintain a record 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.

To provide you with the best possible service during our ongoing business relationship, we may need to contact you from time to time by telephone, text messaging or email.

By signing your Membership Agreement or opening an account with SDCCU, you authorize us to contact you via email, text or phone, including mobile phone, at any number or email address that you have provided or that otherwise reaches you, for any purpose, including but not limited to service, marketing, or debt collection.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device automatic telephone dialing system.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time via notarized written request, within SDCCU Internet Branch online and mobile banking or at any branch location to notify us. You agree that you understand that you are not required to provide such consent as a condition of receiving any good or service.

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.

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 nonsufficient funds in your account, you still owe us the remaining balance.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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 lost, 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.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address 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 information 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 1808.21 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.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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.

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.

"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.

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 debit card or ATM card to access funds in your account. 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.
- **Preauthorized payments -** You may make arrangements to pay certain recurring bills from your checking and/or savings account.
- **Electronic check or draft conversion -** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account 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 nonsufficient funds.

TouchTone Teller telephone transfers - types of transfers - You may access your account by telephone 24-hours a day using your Social Security number and your account numbers or debit card, 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.

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 with us
- get cash withdrawals from checking and/or savings account with us
- transfer funds between checking and savings account with us
- make payments from checking and/or savings account to loan accounts with us
- get information about the account balance of your checking, savings, and loan account 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	Via Visa
Builder Account	$300	$500	$500
Wave Checking™ Account	$300	$500	$500
teenFIRST® Account	$300[1]	$300[1]	$300[1]
High-Yield Checking Account	$1,000	$5,000	$5,000
All Other Accounts	$500	$5,000	$5,000

[1]A 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 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 available 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, an international transaction fee is charged on all international transactions, please refer to our Consumer Services Fee Schedule for details. 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 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 Network[1] (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.

[1]Visa 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™ electronic transfers - types of transfers - You may access your account(s) electronically by using a computer or mobile device through the Internet by logging into our website at **sdccu.com** and using your Internet Branch online banking username and password 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 in Internet Branch Self Service for details.

Mobile Banking - For information regarding access, transactions available and limitations, please refer to our Mobile Banking Terms and Conditions found in Internet Branch Self Service.

SDCCU Mobile Deposit - For information regarding access, transactions available and limitations, please refer to our SDCCU Mobile Deposit Terms and Conditions in Internet Branch Self Service.

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 receive a monthly account statement from us for your checking and money market account.

You will receive a monthly account statement from us for your savings account, unless there are no electronic transactions in a particular month. In any case, you will receive 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 Agreement in time for us to receive your request three 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 vary in amount, the person you are going to pay should tell you, ten 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 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 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 available funds 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 an electronic terminal does not have enough cash to complete the transaction.

(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

(a) Consumer liability - *Generally.* Tell us AT ONCE if you believe your card and/or PIN/password code(s) have been lost or stolen, or if you believe that an electronic fund transfer has 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). You can lose no more than $50 if someone used your card and/or code without your permission, and, either:

(i) your card can be used to initiate a transaction without a PIN or other personal identification number, or

(ii) you tell us within two business days after you learn of the loss or theft of your card and/or code. If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 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 may extend the time periods.

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.

• *Additional Limit on Liability for Visa debit card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer - If you believe your card and/or code has been lost or stolen, notify us as soon as possible and in any event within two business days if possible, preferably by telephone at **(877) 732-2848** followed by a letter or other written confirmation to the address shown in this Agreement. You should also call the number and/or write to the address listed in this Agreement 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 Agreement, 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 business days.

We will determine whether an error occurred within ten business days (five 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 business days (five 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 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 you already have an established account with us before this account is opened.

We will tell you the results within three 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
PO Box 261209
San Diego, CA 92196-1209

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 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. Do not 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) Do not lend your 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. Do not tell anyone your PIN. Do not 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. Do not write your PIN where it can be discovered. For example, do not 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 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 lighted. 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) Do not accept assistance from anyone you do not 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) Do not 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 goal 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 Time (PT) 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 $275 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 $6,725 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 $6,725 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). If the funds are deposited by check, cashier's check, certified check, teller's check, depository check, traveler's check, or by federal, state and local government check, the excess over $6,725 will be available no later than the seventh 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 $275 of your deposit(s), however, will be available immediately.

DEPOSITS AT AUTOMATED TELLER MACHINES - Funds from any deposits (cash or checks) made at ATMs we own or operate 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 $275 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 is 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 withdrawals from 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 you believe 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

FREE CHECKING WITH ESTATEMENTS ACCOUNT

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - The minimum balance required to open this account is $25.

- You must maintain the receipt of statements electronically to avoid a monthly fee. See separate Consumer Services Fee Schedule.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

TEENFIRST® ACCOUNT

The teenFIRST Account is for minors (ages 13-17). A parent or legal guardian must be a joint owner on the account until the minor reaches the age of 18. The joint owner consents and agrees to be the guarantor for any and all financial liabilities incurred through the use of any services, until the minor reaches 18. teenFIRST Accounts do not require eStatements. When the minor reaches 18, the account will be converted to a FREE Checking with eStatements account and will require eStatements to avoid a monthly fee.

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - No minimum balance requirements apply to this account.

This account does not qualify for Courtesy Clearing or Debit Card Overdraft Service.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

BUILDER CHECKING ACCOUNT

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - The minimum balance required to open this account is $25.

This account does not qualify for Courtesy Clearing.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

WAVE CHECKING™ ACCOUNT

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - The minimum balance required to open this account is $25.

The Wave Checking account is not eligible for Courtesy Clearing, Debit Card Overdraft Service or Overdraft Transfer and will not incur any overdraft fees.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

Accounts with an overdrawn balance - Your checking account will be closed if the account balance is overdrawn 24 times in a rolling 12-month period.

HIGH-YIELD CHECKING ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum balance required to open this account is $5,000.
- You must maintain a minimum average daily balance of $25,000 in your account to avoid a monthly fee. If, during any month, your average daily balance is below the required minimum, your account will be subject to a monthly fee for that month. Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.
- You must maintain a minimum average daily balance of $100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

CLASSIC CHECKING ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum balance required to open this account is $25.
- You must maintain an average minimum daily balance of $1,000, a combined average daily savings balance of $2,500, or have a direct deposit of $100 or more per pay period during the month to avoid a monthly fee. See separate Consumer Services Fee Schedule.
- You must maintain a minimum average daily balance of $1,500 in your account to obtain the disclosed annual percentage yield.

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 deposit noncash items (for example, checks) in your account.

Accounts with a zero balance - Your checking account will be closed if the account balance is zero for 30 consecutive days.

PRIMARY SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum required to open this account is $1.
- You must maintain a minimum average daily balance of $1 in your account to avoid a Primary savings account with less than $1 fee. See separate Consumer Services Fee Schedule.
- You must maintain a minimum average daily balance of $100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Transaction limitations - In Compliance with Federal Banking Regulation D, 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. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

Par value of a share:

The par value of a share in this account is $1.

SPECIAL SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum required to open this account is $1.
- You must maintain a minimum average daily balance of $100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, 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. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

GREAT RATE SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum balance required to open this account is $5,000.
- You must maintain a minimum average daily balance of $100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, 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. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

HIGH-BALANCE SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum balance required to open this account is $25,000.
- You must maintain a minimum average daily balance of $25,000 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, 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. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

MONEY MARKET ACCOUNT

Rate information - See separate Deposit Rates sheet.

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

Dividend period - For this account type, 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.

Minimum balance requirements:

- The minimum balance required to open this account is $5,000.
- You must maintain a minimum average daily balance of $100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

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 deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, 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. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

COMMON FEATURES

Bylaw requirements - You must complete payment of one share in your Primary Savings account as a condition of admission to membership.

Transaction limitations:

- We reserve the right to at any time require not less than sixty days' notice in writing before each withdrawal from a dividend earning account other than a term-savings certificate account, or from any other savings (share) account as defined by Federal Banking Regulation D.
- See Daily Aggregate Dollar Limits table for ATM, POS, and VISA Network limitations.

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

Fees and charges - Please refer to our separate Consumer Services Fee Schedule for fees and charges related to your account and also to the separate Deposit Rates sheet for current dividend rate and annual percentage yield information. For current disclosures, please visit SDCCU.com, call (877) 732-2848 or visit one of our convenient branch locations.

Wellness Safety - At the credit union's sole discretion, wellness-related measures may be required for admittance to any credit union facility or place of business, to a credit union provided educational or community event, other such event or activity.

Potentially required wellness-related measures may include, but are not limited to: a requirement for appropriate facial coverings to be worn, adherence to social spacing requirements established by the credit union, assurance that an individual is not ill or exhibiting signs of illness, that an individual has not been exposed to a virus or other illness that may put others at risk, engaged in travel for which self-quarantine is recommended at such time, or similar. Individuals, including members and potential members, who refuse to adhere to such requirements may be refused admittance to any such event, offering and/or facility and thus denied in-person services. Such individuals may instead opt to use self-service channels such as ATMs, online and mobile banking channels or conduct business by mail.

AGREEMENT TO ARBITRATE

Unless you are an active duty member of the armed forces or are on active Guard or Reserve duty, or your account otherwise falls under the protections of the MLA or is otherwise exempt from arbitration under federal law, you agree that any and all claims arising from or relating to this Agreement or any service provided by SDCCU to you shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, co-members, co-borrowers, SDCCU, and others providing or receiving any product or service related to this Agreement or your account with SDCCU. However, at the election of any party, a court of competent jurisdiction may adjudicate any request for injunctive relief, but all other claims will first be decided by arbitration under this Agreement.

A single Arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association ("AAA"), Judicial Arbitration and Mediation Service ("JAMS"), or other similar arbitration service provider acceptable to SDCCU to administer the arbitration. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall apply, as determined by the Arbitrator. For AAA and JAMS, these rules are found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in San Diego, California.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

The parties waive any right to bring representative claims on behalf of a class of individuals (the "class action waiver"). The arbitration provision may be severed or modified if necessary to render it enforceable.

San Diego County Credit Union
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San Diego, CA 92196-1209

Business Days: Monday through Friday
excluding Federal Holidays

(877) 732-2848 | **sdccu.com**

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