



## Account Disclosure & Agreement

### 1. BYLAW REQUIREMENTS FOR MEMBERSHIP

There is a one-time Membership fee of \$10. Additionally, you must complete a deposit of \$25 in a Prime Share account. Loan-only accounts pay a \$25 membership fee, but without requirement of a deposit.

### 2. PAR VALUE

The par value of one share is \$5. Any member whose share account falls below \$25 and who has no outstanding loan balance may be transferred to inactive member status. The par value may be changed by the Board of Directors.

### 3. MINIMUM BALANCE

Any required minimum balance for opening, maintaining, or obtaining dividends is disclosed on the Deposit Rates Sheet and Fee Schedule.

### 4. PERIODIC STATEMENTS

You will be provided with a periodic statement showing activity on your Account. If you believe any statement reflects discrepancies, you must notify CFCU of such discrepancies within 60 days from the date CFCU sent the statement to you. If the discrepancy noted is the result of an electronic funds transfer, then the provisions of Our Electronic Funds Transfer Agreement will control resolution of the matter.

### 5. SUSPENSION OF SERVICES

CFCU has the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At CFCU discretion, CFCU also has the right to pay any check presented for payment from your Account after your Account is closed or suspended and to recover such amount paid from you. You will be responsible for all collection costs including attorney fees. Account services are available to those members in good standing with the Credit Union. CFCU reserves the right to cancel or suspend services to a member who is not in good standing, which includes, but is not limited to, members that have (a) a delinquent loan; (b) a savings balance below the \$25 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on any account; (f) caused a financial loss to the Credit Union; or (g) excessive NSF checks.

### 6. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, except to the extent that federal law controls.

### 7. ATTORNEYS' FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and expenses, in addition to any other relief to which the party may be entitled. Documents presented to the credit union that required legal counsel will be billed back to the Member at customary attorneys' fees.

### 8. LIABILITY

CFCU shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by CFCU which are subject to this Agreement, regardless of whether CFCU knows or should have known such damages might be incurred. CFCU has no responsibility for any attorney fees that you might incur.

### 9. OWNERSHIP

#### Individual Account

This account or certificate is issued to one person who does not intend (merely by opening this account) to create any survivorship rights to any other person.

#### Joint Ownership Account

Joint owners are designated on the account application with right of survivorship. You hereby authorize CFCU to recognize any of the signatures subscribed heretofore in the payment of funds or the transaction of any business for this account. The joint owners of the account hereby agree with each other and with CFCU that all sums now paid in on shares or heretofore or hereafter paid in on shares by any or all of said joint owners with all accumulations thereon are to be held in equal and undivided

shares, irrespective of their net contributions, with right of survivorship, and subject to the withdrawal or receipt of any of them, and payment to any of them or the survivors shall be valid and discharge CFCU from any liability for such payment. All owners/signers on the accounts shall be jointly and severally liable for any and all damages, losses, fees or charges assessed to or created by any owner/signer on the account. The right or authority of CFCU under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to CFCU which shall not affect transactions theretofore made.

#### Community Property Account of Spouses

This account or certificate is the community property of the named parties who are legal spouses. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

#### Tenancy in Common Account

This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party.

#### Pay on Death (POD) Feature - Individual Account

This account is owned by the Primary Member. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

#### Pay on Death (POD) Feature - Joint Account

This account is owned by the Primary Member and joint accountholders. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

#### Uniform Transfer to Minor Account - (subject to this agreement)

If one or more of you create this account, you own the account jointly with survivorship. Beneficiaries of this account acquire the right to withdraw only if:

- All persons creating the account die, and
- The beneficiary is then living.

If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account reserves the right to:

- Change beneficiaries;
- Change account types;
- Withdraw all or part of the deposit at any time.

#### Trust 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 by completing all applicable sections of our account agreement naming, for example, a trustee, any co-trustees, any successor trustees, and any beneficiaries. Any additional consistent terms stated on the account agreement will also apply.

#### Businesses and Organizations

Accounts held in the name of a business, organization, or association member are subject to all of the conditions and terms contained in this Agreement for natural person accounts, and the following additional rules. The Credit Union reserves the right to require the business member to provide an account authorization card or other documentary evidence satisfactory to the Credit Union informing the Credit Union who is authorized to act on the business member's behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in this representative authority of your agent. The Credit Union may rely on your written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. You agree that the Credit Union shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless the Credit Union has actual notice of such breach. Except as indicated below, all fees and charges will apply as outlined in the most current copy of the Fee Schedule.

### 10. TRUTH-IN-SAVINGS DISCLOSURE

#### Rate Information:

The dividend rate and APY may change every dividend period as determined by the credit union board of directors. Specific dividend rates are disclosed on our web site.

#### Accrual:

Dividends will begin to accrue on the business day you deposit non-cash items to your account.

#### Nature of Dividends:

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

#### Dividend Period

For all accounts that pay a dividend, 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. If you close your share account before dividends are paid, you will not receive the accrued dividends.

#### Prime Share Account

- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- The required minimum balance to open the account is \$25. The dividend rate will increase at specified balance levels as indicated on CFCU's Deposit Rates Sheet. A minimum daily balance of \$100 (or higher, based on minimum balance tier) must be maintained in the account each day to obtain the disclosed annual percentage yield.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.
- If the minimum balance drops below the required \$25 during the month, an under minimum balance fee will be applied as disclosed in the Fee Schedule.

#### Secondary Share Account

- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- The required minimum balance to open the account is \$0. The dividend rate will increase at specified balance levels as indicated on CFCU's Deposit Rates Sheet. A minimum daily balance of \$100 (or higher, based on minimum balance tier) must be maintained in the account each day to obtain the disclosed annual percentage yield.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.

#### YouthSaver Account

- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- There is no required minimum balance to open the account. The dividend rate has two tiers: 1) stand-alone account; 2) linked with a co-signing adult's Local Advantage PLUS account. A minimum daily balance of up to \$500 must be maintained in the account each day to obtain the disclosed annual percentage yield.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.

#### Club Account - Holiday Club and Vacation Club

- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- There is not a required minimum amount to open this account.
- A minimum daily balance of \$100 must be maintained each day to obtain the annual percentage yield.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.
- On November 1 of each year, funds in "Holiday Club" accounts will be sent to member via automatic withdrawal by transfer to another CFCU account or by check of the entire account balance.
- On May 1 of each year, funds in "Vacation Club" accounts will be sent to member via automatic withdrawal by transfer to another CFCU account or by check of the entire account balance.

#### Money Market Account

- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.

- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- The required minimum balance to open the account is \$100. The dividend rate will increase at specified balance levels as indicated on CFCU's Deposit Rates Sheet. A minimum daily balance of \$100 (or higher, based on minimum balance tier) must be maintained in the account each day to obtain the disclosed annual percentage yield.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.

#### Advantage Money Market Account

- The required minimum balance to open this account is \$10,000.
- The dividend rate will increase at specified balance levels as indicated on CFCU's Deposit Rates Sheet.
- A minimum daily balance of \$10,000 (or higher, based on minimum balance in tier) and one of the following credit union services must be maintained in the account to obtain the disclosed annual percentage yield:
  1. Automobile or real estate loan;
  2. Credit card;
  3. Local Advantage PLUS checking account.

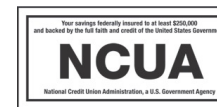
- If the balance in the account drops below \$10,000 and/or one of the three relationships indicated is no longer maintained, the account will revert to Money Market Savings at the annual percentage yield in effect for that account type.
- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
  - Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.
  - If the account is closed before the last day of the month, any accrued dividends will be forfeited.

#### Share Certificate Accounts:

- The required minimum balance to open this account begins at \$1,000. The dividend rate will increase at specified balance levels as indicated on CFCU's Deposit Rates Sheet. The specified balance level must be maintained in the account to obtain the disclosed annual percentage yield.
- Dividends are calculated on a fixed rate basis beginning on the business day cash and/or non-cash deposits are placed.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.
- Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month, and on the maturity date.
- If the account is closed before the last day of the month or before the maturity date, any accrued monthly dividend will be forfeited.
- The disclosed rates are paid until the first maturity. The account will automatically renew at maturity for the same or closest shorter term available at the current dividend rate and APY offered by CFCU at time of renewal, unless you notify CFCU otherwise at least two business days in advance.
- This account may be issued as an IRA account.
- A penalty may be imposed for withdrawals before maturity:
  1. If your account has an original maturity of one year or less, the penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty;
  2. If your account has an original maturity of more than one year, the penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an account owner, the law may permit or require the waiver of the early withdrawal penalty. If the account is part of an IRA, refer to the plan disclosure for more information.

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Updated and revised March 1, 2015

### **Local Advantage Checking**

- The required minimum to open this account is \$0.
- There is no minimum balance required to maintain the account. No dividends are paid on this account.

### **Local Advantage Plus Checking**

- The required minimum to open the account is \$0. A minimum daily balance must be maintained each day to obtain the annual percentage yield.
- The dividend rate and annual percentage yield may change daily. Dividends will be credited to the related SaversEdge® account on the last day of every month.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- A monthly service fee will be charged each statement cycle as found in the current Fee Schedule.

### **iChecking**

- The minimum balance required to open this account is \$1,000. To obtain the disclosed annual percentage yield, you must maintain a minimum daily balance of \$1,000 in your account.
- The dividend rate and annual percentage yield may change daily. Dividends will be compounded every month. Dividends will be credited to the account on the last day of every month.
- Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends begin to accrue on the business day cash and/or non-cash deposits are placed to the account.
- If the account is closed before the last day of the month, any accrued dividends will be forfeited.
- A monthly service fee will be applied to this account in any month in which the minimum daily balance drops below \$1,000, as found in the current Fee Schedule.

### **Local Trade Checking**

- The required minimum to open this account is \$100.
- No dividends are paid on this account.
- A monthly service fee will be charged each statement cycle as found in the current Fee Schedule.

### **Local Non-Profit Checking**

- The required minimum to open this account is \$0.
- No dividends are paid on this account.
- A monthly service fee will be charged each statement cycle whenever the minimum daily balance falls below \$100. Additional fees will be imposed for accounts with a high level of activity as found in the current Fee Schedule.

### **SaversEdge Account**

- The account will only be opened in conjunction with Local Advantage PLUS Checking.
- The required minimum balance to open the account is \$0.
- There is no minimum balance required to maintain the account. No dividends are paid on this account.

### **11. CHECKING, MONEY MARKET, ADVANTAGE MONEY MARKET, BUSINESS MONEY MARKET, LOCAL TRADE (BUSINESS ACC'T) AND OTHER TERMS**

- These accounts are governed by CFCU's bylaws, rules, regulations, and practices.
- All joint owners or trustees of the account are subject to the terms and conditions of the account.
- Only items (or other methods) approved by CFCU may be used to make withdrawals from this account.
- Checks for Money Market and Advantage Money Market are optional.
- You authorize CFCU to pay items signed by you (or by any joint owner or trustee) and to charge all such payments against the balance in this account.
- Upon notification from a merchant (oral, written, or posted notice), you or any joint owner may authorize a merchant to convert my check to a one-time electronic fund transfer from my account. You or any joint owner may also authorize merchants to electronically debit my account for returned check fees.
- When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. If an item is presented without sufficient funds in you account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. We encourage you to make careful records and practice good account management. This will help you avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

- You may request a stop payment on checks for any reason. A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. A stop-payment order must precisely identify the number, date, and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop payment.
- When paid, items become the property of CFCU and will not be returned either with the periodic statement of this account or otherwise.
- CFCU is under no obligation to pay an item on which the date is more than six (6) months old.
- CFCU reserves the right to process every item presented as if dated on the same date received by CFCU or its processing bank, unless otherwise notified prior to the check being presented for payment.
- If you think there is an error on your statement, you must notify CFCU no later than 60 days after CFCU sent you the first statement on which the problem or error appeared.
- If you file bankruptcy, access to amounts on deposit prior to filing may be denied until such time as it is determined whether CFCU has suffered a loss. Except for negligence, CFCU is not liable for any action it takes regarding the payment or nonpayment of an item.
- You or any joint owner or trustee may notify CFCU that this agreement is canceled.
- Requests for changes to this agreement must be submitted in writing to CFCU.
- CFCU reserves the right to terminate this agreement at any time, without notice.
- Checking Accounts are structured into checking and savings sub-accounts for regulatory accounting purposes. CFCU may periodically transfer funds between these two sub-accounts. Your dividend calculation on dividend earning accounts will stay the same on both sub-accounts. If your Checking Account does not earn dividends, the savings sub-account will not earn dividends. This process will not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly statement, or any other features of the Checking Account.

### **12. INSURANCE**

Refer to the NCUA brochure "Your Insured Funds" available at any CFCU branch.

### **13. LOAN SECURITY**

Funds in a Prime Share, Secondary Share, or Money Market, Advantage Money Market, or Term Share Certificate may be pledged as security for a CFCU loan. Funds in a Trust Account may only be pledged as security for a CFCU loan if the trustee grants CFCU a security interest by signing the Loan Agreement and Disclosure as trustee prior to the release of the loan funds. Funds in a money market or checking account may not be pledged as security for a loan.

### **14. LIEN ON SHARES**

All the owners, either jointly or severally, of any of the accounts pledge any and all of the present or future shares held in any share, share draft or share certificate accounts at CFCU. Should any of the owners default in any of their obligations to CFCU, for any reason, then CFCU may, without notice, debit any accounts owned by any owner, either individually or jointly, an amount sufficient to satisfy the obligations. CFCU may apply the shares in any manner it deems warranted.

### **15. TERMINATION**

You agree and permit CFCU to terminate your membership, in CFCU's sole and absolute discretion, without the necessity of any expulsion procedures or rights as required by the bylaws, should any of the following occur: All shares, inclusive of shares, share drafts, share certificates in CFCU are withdrawn either by you or by CFCU (due to abuse by you of your membership privileges or to staff or other members).

Upon notification by CFCU, due to CFCU's good faith belief that your have abused your membership privileges and/or your conduct is deemed, by CFCU, to be harassing to staff or other members.

Your membership status becomes inactive or if your shares fall below the par value of one share for more than three months, whether or not occurring by your actions or the actions of CFCU.

You fail to provide CFCU with a current address within one year from the date the U.S. Postal Service returns mail for reasons such as mail unclaimed, mail refused, insufficient address, no such address, and mail not deliverable as addressed.

Funds are escheated to the State in accordance with applicable law.

### **16. ESCHEAT**

In accordance with state law, funds will be turned over to the state (escheated) if you fail to purchase shares, withdraw shares, obtain a loan, or contact CFCU for a period

of three years. An escheat fee, as stated in the Fee Schedule, may be assessed to offset administrative costs.

### **17. FEES**

A Fee Schedule is provided when an account is opened and is available upon request.

### **18. WITHDRAWALS & TRANSFERS (PRIME SHARE, SECONDARY SAVINGS, VACATION CLUB, HOLIDAY CLUB, MONEY MARKET, ADVANTAGE MONEY MARKET, LOCAL TRADE SAVINGS, LOCAL TRADE MONEY MARKET)**

CFCU reserves the right to require 60 days written notice prior to withdrawal. When loan payments are in default, withdrawals are limited to shares above the amount of the remaining loan balance. Limits on withdrawals and transfers described below are governed by Federal Regulation D.

### **Unlimited Withdrawals & Transfers**

There are no limitations on the number of withdrawals and transfers made:

- In person, over-the-counter, or by messenger.
- Via a signed request mailed to CFCU.
- At a CFCU ATM or any network ATM.
- By telephone or pre-authorized agreement when the proceeds are made payable to and mailed to the account owner.
- To CFCU loans.

### **Limited Withdrawals & Transfers**

During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party made:

- By preauthorized or automatic transfer
- Telephone order or instruction
- Computer transfer.

No more than three of the six transfers may be made:

- By check or draft
- Debit card
- External transfer
- Other similar order to a third party.

If you frequently exceed these limits, we can close the account and deposit the funds in another account you are eligible to maintain, or eliminate the transfer capabilities of this account. There is no limit to the number of withdrawals requested in person, by mail, at the ATM, or by telephone when we issue an official credit union check payable to you.

An exception fee, as stated in the Fee Schedule, will be charged for each check or pre-authorized transfer to a third party exceeding the limit. In accordance with regulations, transactions in excess of this limit on more than an occasional basis will be returned unpaid.

### **19. PROHIBITED WITHDRAWALS**

CFCU may prohibit withdrawals if there is a dispute regarding the account, a legal garnishment or attachment is served, or if any required documentation has not been presented. You will be advised of the reasons for refusal if such action is taken.

### **20. OVERDRAFT SOURCE**

Unless otherwise designated, the Prime Share or Business Savings Account shall serve as the overdraft protection source for the checking account. Money Market, Super Money Market, Advantage Money Market, Secondary Savings, Overdraft Line of Credit, and Home Equity Line of Credit may also serve as overdraft sources for checking accounts at CFCU. All owners and authorized signers on your checking account will have access to accounts listed as overdraft sources through Overdraft Protection. If the account is Money Market Savings, funds in the account that exceed the \$1,000 minimum balance are available for overdraft protection. If the account is Super Money Market, funds in this account that exceed the \$10,000 minimum balance are available for overdraft protection.

### **21. OVERDRAFT PROTECTION (CHECKING ONLY)**

CFCU is under no obligation to pay a transaction that exceeds the balance in your account. Transactions that would overdraw the account may be treated as a request to transfer funds from the overdraft source designated on your checking account. All owners and authorized signers are jointly and severally liable for any and all overdrafts on this account.

Overdraft transfers will be in the amount of transaction for ATM withdrawal or MasterCard Debit Card, or the funds available, whichever is less. Overdraft transfers from your Prime Share, Secondary Savings, Local TradeSavings, Money Market, and Advantage Money Market accounts are limited and subject to the terms and conditions of that account. Overdraft transfers from your Overdraft Line of Credit or Home Equity Line of Credit are unlimited and subject to the terms and conditions of that account.

Checking accounts without an available overdraft transfer designation will be automatically reviewed for Courtesy Pay service, which may take your account negative or increase an existing negative balance to pay a CFCU check, ATM or debit card transaction, or debit by other electronic means. You will receive a notice listing the items paid and the fee charged to your checking account. Whether your overdrafts will be paid is discretionary, and we reserve the right not to pay if your account is not in good standing. The negative balance must be paid within 30 days. Members may choose to opt out of Courtesy Pay. Unless you opt out, you consent and expressly agree to the offset of government benefits (e.g. Social Security and other public benefit funds) deposited to your account.

If you do not have sufficient available funds on deposit in your account to cover the amount of an item - because of other items having been paid, because some funds posted to your account have not yet been made available for withdrawal, because a deposited item was dishonored by the financial institution upon which is was drawn, because fees may have been charged to your account or for any other reason, including an electronic fund transaction, we may refuse to honor the item or, in our sole discretion, we may create an overdraft by paying the check or permitting the transaction. Either way, there will be a service charge for each item or transaction (see current Fee Schedule), and if we pay the item, you will be obligated to cover it.

You agree to pay us the amount of any overdraft immediately, without notice or demand from us. Each account holder is jointly and severally responsible for paying any overdrafts created by an authorized signer(s) or party to the account.

Our payment of any checks which create overdrafts in no way obligates us to continue the practice at a later time and we may discontinue permitting overdrafts without notice to you.

We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that any owner owes us, regardless of the source of the funds in the account, to the fullest extent permitted by law. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law. If your account is overdrawn, you authorize us to deduct the amount of your account is overdrawn from any deposit including deposits of government payments or benefits.

### **22. RETURNED ITEMS (CHECKING & MONEY MARKET)**

Items that exceed the overdraft transfer limit or funds available will be returned unpaid. At that time, the account will be subject to a non-sufficient funds fee as stated in the Fee Schedule.

### **23. FACSIMILE SIGNATURE**

You agree that CFCU is authorized to receive and accept as original any document, transacting any and all business with CFCU, with or without your signatures in a facsimile format. You agree to waive any rights you may have should CFCU accept and act upon a document sent by facsimile. Further, you agree to indemnify and hold CFCU harmless from any and all claims, costs or damages of any nature should CFCU accept and use a document of yours sent by facsimile.

### **24. Opening Sub-Accounts**

Members have the option of opening additional sub-accounts verbally or electronically. The member, by requesting the sub-accounts, agrees and acknowledges that all funds in the sub-account will be owned by the same owners and beneficiaries as the Prime Share Account. A signed application is required to designate different owners or beneficiaries on the sub-account, or to open special accounts such as an IRA, trust, or business account.

### **25. Agents**

An agent is someone whom you authorize to have access to this account 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 on the space as an authorized signer on the signature card, or by separate form (such as a power of attorney). An agent is not an owner of the account. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.

### **26. Non-Transferable accounts**

CFCU accounts are not transferable.

### **27. Amendments**

The terms and conditions of accounts are set in accordance with the CFCU Credit Union Bylaws and may be amended at any time by CFCU. Amendments will be mailed to the primary account owner at the address currently on file. CFCU reserves the right to terminate this account without notice.