

MEMBER ACCOUNT AGREEMENT
AND DISCLOSURE

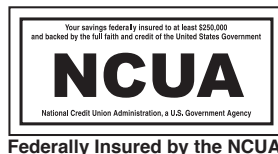
Member Account Agreement and Disclosure

Effective: October 1, 2010

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Schedule of Fees and Charges Insert (with web site address and Toll-Free number to contact for Dividend Rate information)	

In the following Member Account Agreement and Disclosure (Agreement and Disclosure), the words “I,” “me,” “mine,” “my,” “us,” “they,” “we,” and “our” mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card or opening one or more account(s) with you. The words “you,” “your,” and “yours” mean FIRST ENTERTAINMENT CREDIT UNION.

Retain This Important Document for Your Records



PART I: TRUTH-IN-SAVINGS AGREEMENT & DISCLOSURE

PAYMENT OF DIVIDENDS

DIVIDEND RATES:

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, California law and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all accounts except Term Savings (Certificate) Accounts, the Dividend Rate and Annual Percentage Yield (APY) may change daily as determined by the Credit Union's Board of Directors. For specific Dividend Rate(s) and Annual Percentage Yield(s) (APY) for each type of dividend bearing account, I will refer to the Dividend Rate Sheet, available at any branch or at www.firstent.org/rates, which is incorporated herein by this reference.

For all accounts except Term Savings (Certificate) Accounts, dividends will be compounded monthly and at maturity and will be credited monthly. For all savings (share) accounts 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 follows the ending date of a dividend period, and for the example is January 31.

Dividends on Holiday Savings Accounts will be compounded monthly and at maturity and will be credited monthly. The entire account balance and dividends accrued for November will be credited on November 20th of each year. Any withdrawal prior to November 20 will result in the forfeiture of all accrued dividends.

Dividends on Term Savings (Certificate) Accounts are compounded and will be credited as set forth in my Term Savings (Certificate) deposit receipt and Agreement and Disclosure, when issued.

If I close any First500 Savings or Secondary Savings Account before dividends are credited, I will not receive the accrued dividends. If I close any of my other accounts before dividends are credited, I will receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Dividends will begin to accrue on the business day I deposit cash or noncash items (e.g. checks) into my account.

TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. I must be and remain a member in good standing to maintain any account. I must pay a non-refundable five dollar (\$5) Membership Fee and deposit a minimum of five dollars (\$5) in a First500 Savings Account in order to become a member. If I reduce my First500 Savings Account balance below the minimum of five dollars (\$5) and do not have a loan account with you, my account may be transferred to an inactive status. When I increase the balance to the minimum or open a loan account, my account will be transferred back to an active status.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party by any combination of pre-authorized or automatic transfers or telephone or electronic orders or instructions. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgement are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my, or what purports to be my, oral, written or electronic instructions.
6. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
7. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
8. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
9. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
10. I acknowledge and agree that you may, at your option, choose to create and retain electronic copies of

original Account records and any other records, and thereafter dispose of the originals. I further agree that electronically scanned and stored images of records will have the same effect as the original records.

11. You act only as a collecting agent for any items deposited. Any deposit that you accept will be subject to subsequent payment and collection verification. You are not responsible for any deposits or other transactions initiated by mail until the item is actually received by you. You will not be responsible for any deposits or other transactions during the course of delivery to you by any courier or other third party until the item or items are actually received by you.
12. You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. I shall exercise reasonable care and promptness in examining my statements and must **promptly** notify you of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if you: 1) suffer a loss on the item because of my failure; or 2) pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item within one (1) year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
13. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions.
14. I understand that you may be subject to "conflicting claims" regarding funds in my account, including disputes between the signers, a payee, a beneficiary of a trust account or a payable on death account, or any other person claiming an interest in funds in my account. In such event, I understand and agree that, to the extent that you are uncertain as to the party who is entitled to the funds in my account, you may, without liability to me and in your sole and absolute discretion, freeze all or part of the funds in the account until such time as the conflicting claims are resolved to your reasonable satisfaction. Such resolution may include, but is not limited to, your payment of funds into an appropriate court for resolution, execution of written instructions as to the distribution of funds by all affected parties, or a court of proper jurisdiction authorizing or directing you to distribute the funds.
15. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other account holder's, and/or your membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" holds periods and/or "interest float" to your detriment.
16. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
17. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, the Account Signature Card, or any Term Savings (Certificate) Account Agreement and Disclosure shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
18. I understand and agree that Individual, Joint, Trust and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
19. Ownership for all accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Account Signature Card(s). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt by any owner and any such withdrawal or receipt shall be valid and discharge you from any liability.
20. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, California 90078. In the event that I fail to do this, a Locator Service Fee paid to a person or concern normally engaged in providing such service and incurred in determining my address may be charged to my account.
21. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.

22. All noncash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.

23. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.

You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a Returned Item Fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and a Returned Item Fee charged.

24. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such a notation, I agree it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.

25. If I request that you accept a check for a deposit that has already been deposited at a financial institution but has been returned, you are under no obligation to accept that check for deposit. IF YOU DO ACCEPT THAT CHECK OR DEPOSIT HOWEVER, I AGREE TO HOLD YOU HARMLESS FROM ANY LOSS OR LIABILITY, INCLUDING CONSEQUENTIAL DAMAGES AND ATTORNEYS' FEES AND EXPENSES, WHICH MAY ARISE OUT OF OR BE RELATED TO YOUR ACCEPTANCE OF THE ITEM. In any event, at your discretion, you may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

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

27. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated payment. I agree that you are not required to identify stale-dated checks or seek my permission to pay them.

28. All accounts are subject to your Schedule of Fees and Charges, which accompanies this Agreement and Disclosure attached hereto and is incorporated by this reference. You shall debit such fees and charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

29. California law states that inactive account balances in Savings, Checking, and matured Term Savings (Certificate) Accounts must escheat to the state after a period of three (3) years since the last time I:

- Increased or decreased the amount of any funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
- Corresponded in writing or electronically with you concerning the funds on deposit; or
- Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

You may charge a Notice of Escheat Fee for mailing an escheat notice and/or a service charge for money orders escheated to the state.

My deposit account will not escheat to the state, however, if during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing to me at the address to which communications regarding the other deposit account are regularly sent.

To recover funds turned over to the state, I must file a claim with the state.

30. You may, but are not obligated to, transfer funds from my savings accounts, checking accounts or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) from a loan account shall be: (i) in the exact amount authorized; (ii) in even increments of \$100.00; or (iii) the available credit limit (whichever is less) for telephone transfers or overdrafts from savings, and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.

31. I may obtain non-cash withdrawals at a Branch for any amount exceeding \$1.00. Cash withdrawals at a Branch are limited to \$300 a day if my total balance of savings and loans is under \$1,000, or

\$1,000 if my total balance of savings and loans is between \$1,000 and \$25,000, or \$5,000 if my total balance of savings and loans is \$25,000 or greater. For large sums, arrangements may be made with the Branch Manager at the location of your choice. Large sum withdrawal requests normally take forty-eight (48) hours to process. For the safety of both staff and members, we do not keep large amounts of cash at branch locations.

32. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.

33. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to my account that you know or otherwise believe in good faith is valid, and that the information released pursuant thereto may include information about other owners and/or signers on the account, even if their information was not expressly requested by the legal process. I direct you not to contest any such notice of legal process and understand that you are under no obligation to notify me of the legal process and will not notify me if prohibited by law. You may charge a Compliance With Legal Process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.

34. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the time frame required by law. I agree to pay applicable fees as listed in your Schedule of Fees and Charges for those copies.

35. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim for Reimbursement is not enforceable until the later of (1) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (2) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check.

36. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.

37. You are not responsible for any loss or damage which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.

38. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on the requirement, I will read, "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in Part II of this Member Account Agreement and Disclosure.

39. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

40. In the event that a negative balance is created in my account, or if I have other outstanding financial obligations of any kind with you that are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation that is in default.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in that account.

41. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.

42. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.

43. I agree to indemnify, defend and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability and expense, including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.

44. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.

45. **NOTICE OF BINDING ARBITRATION AGREEMENT:** I and you agree to attempt to informally settle any disputes affecting my Accounts which might arise under this Agreement and Disclosure. If that cannot be done, I and you agree that any dispute affecting my Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by **BINDING ARBITRATION** administered by the

American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. I thus GIVE UP MY RIGHT TO GO TO COURT to assert or defend my rights under this Agreement and Disclosure (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). My rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge and jury. I am entitled to a **FAIR HEARING**. BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Any debt or loan obligation I may have with you is not subject to this arbitration agreement.

46. I acknowledge that if I give anyone access to my account (for example, providing any person with my check card, ATM card, ATM or home banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such a person shall be considered authorized by me.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owners **jointly and equally** regardless of their net contributions with a **right of survivorship** and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owners. Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Joint ownership of an account does not constitute credit union membership for the joint owner. Joint owners may be nonmembers.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account (other than a Holiday Savings Account, Secondary Savings Account, Money Market Account, Premier Money Market Account, Titanium Money Market Account, IRA Account or a Checking Account) as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am a co-signer, endorser, or guarantor are delinquent, without the written approval of a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (P.O.D.) DESIGNATIONS:

1. If I have made a Pay-on-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me, and second to my designated P.O.D. payee(s) or if the account is jointly owned, to one or more account owner(s) during their lives and on death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of us, and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
2. A Pay-on-Death designation cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNT:

1. If I am a trustor/trustee and want to establish an account in connection with a written Trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
2. You are not required to know, understand, interpret or enforce the terms of the Trust Instrument.
3. I acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "Trustees Account Agreement."
4. Living trust accounts are not subject to Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL UNIFORM TRANSFER TO MINORS ACCOUNTS:

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

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

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

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS:

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship named on the Account Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
2. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
3. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS:

1. The person(s) named on the Account Signature Card, duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the constitution, bylaws or otherwise, any one (1) of the signators, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Account Signature Card are the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
2. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
3. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO FIRST500 SAVINGS ACCOUNTS:

1. The minimum deposit required to open the First500 Savings Account is \$5.00 (the purchase of one share at par value of \$5). I must retain a minimum balance of \$5 in the Account or have a loan with you to retain my Account in an active status.
2. My First500 Savings Account will be subject to a Monthly Service Fee except in the following circumstances:
 - (a) My Account has been open less than 12 months;
 - (b) I am under 18 years in age; or
 - (c) I have \$100 or more in my Account; or
 - (d) I have a checking account, Money Market Account, share certificate, IRA, any loan, LOC or VISA Credit Card balance.This Monthly Service Charge will be assessed against the First500 Savings Account on the last day of the month and will be reflected on the Periodic Statement.
3. I must maintain a minimum daily balance of at least \$5.00 in the First500 Savings Account each day to obtain the disclosed Annual Percentage Yield (APY). No dividends will be paid on balances below \$5.00.
4. Dividends are paid on a tiered rate structure that provides dividend rates and Annual Percentage Yields (APYs) based upon the daily balance in the Account. The Credit Union reserves the right to change the tiered-rate structure at any time at the sole discretion of the Board of Directors. Rates can be found at www.firstart.org/rates.
5. The calculation of which dividend rate will apply will be based upon the qualified services stated below and the Account balance as of the last day of the month.
6. To qualify for the tiered rate, all of the following requirements must be met:
 - a) I must receive my monthly or quarterly statements electronically (eStatements).
 - b) I must have a Checking Account under the same Account Number as the First500 Savings Account.
 - c) I must actively use Billp@yer or Direct deposit (payroll deduction) each month under the same Account Number as the First500 Savings Account.
 - d) Only one Account Number per Social Security Number qualifies as a First500 Savings Account. If there is more than one First500 Savings Account associated with the same Social Security Number, the Account Number with the earliest open date qualifies for the First500 tiered-rate. The remaining First500 Accounts will earn the First500 Savings Base Rate.

Any First500 Account that does not meet all of these requirements will earn the First500 Savings Base Rate.

TERMS AND CONDITIONS APPLICABLE TO SECONDARY SAVINGS ACCOUNTS:

1. There is no minimum deposit required to open these Accounts.
2. There are no Monthly Service Fees for these Accounts.
3. There is no minimum daily balance required to obtain the disclosed Annual Percentage Yield (APY).
4. I may not pledge any or all of the funds on deposit in these Accounts as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO VALUE CHECKING ACCOUNTS:

1. The minimum deposit required to open this Account is \$25.00.
2. There is no Monthly Service Fee for this Account.
3. Dividends are not paid on this Account.

TERMS AND CONDITIONS APPLICABLE TO TEEN CHECKING ACCOUNTS:

1. The minimum deposit required to open this Account is \$1.00.
2. There is no Monthly Service Fee for this Account.
3. Dividends are not paid on this Account.
4. A parent or legal guardian is required as joint owner on this Account.
5. The joint owner must qualify for an Advantage or Value Checking Account in his/her own right. If the joint tenant has a First Entertainment Checking Account, it must be maintained in good standing.

TERMS AND CONDITIONS APPLICABLE TO ADVANTAGE CHECKING ACCOUNTS:

1. The minimum deposit required to open this Account is \$100.00.
2. I must maintain a minimum daily balance of \$1,000.00 in my Account each day, or have a combined minimum daily balance of \$4,000.00 among all my credit union accounts each day, to avoid a Monthly Service Fee. If, during any month, my Account balance falls below the required minimum daily balance, my Account will be subject to a Monthly Service Fee for that month.
3. No minimum balance is required in this Account in order to obtain the disclosed Annual Percentage Yield (APY).

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. You may, at your discretion, but are not obligated to, nor shall you be liable for, refusal to pay funds from this Account:
 - (a) When such payment would draw the Account below the minimum balance for the Account as established from time to time by you.
 - (b) If drawn by means not authorized in advance by you.
 - (c) Against checks presented over six (6) months past their dates.
2. You may pay and charge to my applicable Account, checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my Account, provided there are sufficient funds in my Account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage to me of any kind.
3. If you have made good faith payment to a holder, you may charge my account according to:
 - (a) The original terms of my check; or
 - (b) The terms of my completed check unless you have notice that any such completion is improper.
4. I, or any other person authorized to draw on the Account, may request stop payment of any check payable against my Account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend and hold you harmless for all claims, actions and damages related to or arising from your action in stopping payment of any check pursuant to my request. As set forth in the Schedule of Fees and Charges, a Stop Payment Fee will be assessed for each stop payment request. If I give you my stop payment request orally the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

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

5. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - (a) Any holder in due course on the check against the drawer or maker;
 - (b) The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - (c) The drawer or maker against the payee or any other holder of the check with respect to the transaction from which the check arose.
7. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft or other debit on my account, your determination of whether sufficient funds exist in my account may be made at anytime between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.

8. You are neither given notice or otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
9. I agree that in the event I draw a check on my Account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
10. I understand that in the event that there are insufficient funds in my Checking Account(s) to pay checks or other items, such as ACH, ATM or Debit Card transactions, these items may be paid by Overdraft Protection from Savings or Personal Line of Credit (PLOC) or Overdraft Service. The order in which any such items would be paid is as follows:
 1. Overdraft Protection from Savings, if I have requested and authorized it, and the linked Savings Account(s) has sufficient available funds; if not,
 2. Overdraft Protection from PLOC, if I have established such a Line of Credit and have sufficient funds available; if not,
 3. Overdraft Service, if I have available privilege and limit; if not,
 4. The item is returned or transaction is denied.

Overdrafts paid by a transfer from my Savings Account(s) are subject to a per-item Overdraft Transfer Fee and will be transferred first in increments of \$100, then whatever amount is required to pay the item. If overdrafts are to be covered by a transfer of funds from my Savings Account(s), such transfer(s) will generally be made only if there are sufficient funds on deposit at the time of transfer. Overdrafts from my PLOC are in \$1.00 increments, up to the available credit limit. I agree that overdrafts, if paid by Overdraft Service, are payable on demand.

Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my Checking Account and overdraft source(s) will be subject to NSF Return Item fees.

11. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this Account including, but not limited to, the causing or making of overdrafts (for which all of us shall be liable) and endorsement of checks payable to any signer of this Account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
12. No funds in this Account may be pledged by any or all of said owner(s) as security for any loan(s).
13. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft from any of our savings (except Term Savings Certificates, IRA Accounts and Holiday Savings Accounts) or loan accounts (including accounts on which we are joint borrowers).
14. If this is an ORGANIZATION account (i.e., corporate, partnership or unincorporated association account), the persons authorized to sign on this Account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this Account.
15. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
16. As a convenience to me, you will submit my initial order and reorders for personalized checks ordered through you to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs as set forth in the Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
17. You will provide me with temporary checks that include the exact Magnetic Ink Character Recognition ("MICR") line, including routing number and account number, necessary for the proper processing of my checks. I am responsible for ensuring that any checks I use to draw on my account include this same MICR encoding. I understand that it is my responsibility to ensure that checks I order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. I understand that if checks I write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If I fail to include proper MICR encoding on my checks and this results in them being hand processed by you, then I will pay a fee, which shall be determined according to the attached Schedule of Fees.
18. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with Statements. Checks are microfilmed on both sides and stored for seven years from the date of posting. I may request and you will provide me with a legible copy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any Statement. Additional copies will be subject to an assessment of a Paid Check Photocopy fee per copy. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
19. You may refuse to accept postdated checks. However, in the event that you accept such checks, you may charge against my account a postdated check even though payment is made before the date of the check. If you accept a postdated check and I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period.
20. Checks are paid in the following order: smallest amount first. For additional information on check and item posting order, see PART V: Overdraft Services Policy.

21. All checks written on my joint account must be drawn in U.S. dollars.
22. **REMOTELY-CREATED CHECKS:** If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn, in the amount stated on the check, and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdraw amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
4. Subject to the limitation of six (6) telephone transfers or overdrafts, the Account may serve as an overdraft source for my checking account.
5. You may, at your discretion, but are not obligated to (nor shall you be liable for) deny the payment of funds from my Titanium Money Market Savings Account if
 - a) Such payment would draw the Account balance below the daily minimum balance of \$100,000;
 - b) Drawn by a means not authorized by you; or
 - c) Such payment would exceed the transfer limitations set forth above.
6. The minimum amount I may withdraw, transfer, or write a check for is \$1.00. Withdrawal(s)/ transfer(s)/ check(s) of less than \$1.00 will not be honored unless the Account balance is less than \$1.00 in which case the Account will be closed and funds will be transferred to my First500 Savings Account.
7. I may not pledge any or all of the funds on deposit in this Account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum deposit required to open this Account is \$2,500. Additional deposits may be made by me in any amount.
2. No minimum balance requirements apply to this Account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance each day of \$2,500 in my Account to earn the disclosed Annual Percentage Yield (APY). If the balance in my Account at the end of any day is less than \$2,500, I understand that dividends at .25% less than the First500 Savings Base Rate will be accrued that day. If the average daily balance in my Account is less than \$2,500 for a period of 30 consecutive days or more, my Account will be closed and the balance, if any, will be transferred to the First500 Savings Account of the member whose signature appears first on the Money Market Savings Account Signature Card.
4. Subject to the limitation of six (6) telephone transfers or overdrafts, the Account may serve as an overdraft source for my checking account.
5. You may, at your discretion, but are not obligated to (nor shall you be liable for) deny the payment of funds from my Money Market Savings Account if:
 - a) Such payment would draw the Account balance below the daily minimum balance of \$2,500;
 - b) Drawn by a means not authorized by you; or
 - c) Such payment would exceed the transfer limitations set forth above.
6. The minimum amount I may withdraw, transfer, or write a check for is \$1.00. Withdrawal(s)/ transfer(s)/ check(s) of less than \$1.00 will not be honored unless the Account balance is less than \$1.00 in which case the Account will be closed and funds will be transferred to my First500 Savings Account.
7. I may not pledge any or all of the funds on deposit in this Account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO PREMIER MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum deposit required to open this Account is \$25,000. Additional deposits may be made by me in any amount.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance each day of \$25,000 in my Account to earn the disclosed Annual Percentage Yield (APY). If the balance in my Account at the end of any day is less than \$25,000, and greater than \$2,500, I understand that dividends at .25% less than the Money Market Savings Account rate will be accrued that day. If the balance of my Account at the end of the day is less than \$2,500, I understand that dividends at .25% less than the First500 Savings Base Rate will be accrued for that day. If the average daily balance in my Account is less than \$25,000 for a period of 30 consecutive days or more, my Account may be closed and the balance, if any, transferred to the First500 Savings Account.
4. Subject to the limitation of six (6) telephone transfers or overdrafts, the Account may serve as an overdraft source for my checking account.
5. You may, at your discretion, but are not obligated to (nor shall you be liable for) deny the payment of funds from my Premier Money Market Savings Account if:
 - a) Such payment would draw the Account balance below the daily minimum balance of \$25,000;
 - b) Drawn by a means not authorized by you; or
 - c) Such payment would exceed the transfer limitations set forth above.
6. The minimum amount I may withdraw, transfer, or write a check for is \$1.00. Withdrawal(s)/ transfer(s)/ check(s) of less than \$1.00 will not be honored unless the Account balance is less than \$1.00 in which case the Account will be closed and funds will be transferred to my First500 Savings Account.
7. I may not pledge any or all of the funds on deposit in this Account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO TITANIUM MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum deposit required to open this Account is \$100,000. Additional deposits may be made by me in any amount.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance each day of \$100,000 in my Account to earn the disclosed Annual Percentage Yield (APY). If the balance in my Account at the end of any day is less than \$100,000, and greater than \$25,000, I understand that dividends at .25% less than the Premier Money Market Savings Account rate will be accrued that day. If the balance of my Account at the end of the day is less than \$25,000, and greater than \$2,500, I understand that dividends at .25% less than the Money Market Savings Account rate will be accrued that day. If the balance of my Account at the end of the day is less than \$2,500, I understand that dividends at .25% less than the First500 Savings Base Rate will be accrued for that day. If the average daily balance in my Account is less than \$100,000 for a period of 30 consecutive days or more, my Account may be closed and the balance, if any, transferred to the First500 Savings Account.

HOLIDAY SAVINGS ACCOUNTS:

1. The minimum deposit required to open this Account is \$1.00. Additional deposits may be made by me in any amount.
2. I must maintain a minimum daily balance of at least \$1.00 in the Account each day to obtain the disclosed Annual Percentage Yield (APY). No dividends will be paid on balances below \$1.00.
3. Dividends are paid on a tiered-rate structure that provides dividend rates and Annual Percentage Yields (APYs) based upon the daily balance in the Account. The Credit Union reserves the right to change the tiered-rate structure at any time at the sole discretion of the Board of Directors. Rates can be found at www.firstnet.org/rates.
4. The Account balance will be automatically transferred to an Account designated by me, on November 20 of each year.
5. A withdrawal prior to the annual disbursement date stated above will result in closure of this Account, and accrued dividends will be forfeited. Any balance in the Account at the time of such withdrawal will be transferred to the First500 Savings Account of the member whose signature appears first on the Account Signature Card.
6. This Account cannot be used as an overdraft source for any Checking Account.
7. No minimum balance requirements apply to this Account in order to avoid the imposition of a Monthly Service Fee.
8. I may not pledge any or all of the funds in the Account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO TERM SAVINGS (CERTIFICATE) ACCOUNTS:

I understand and agree that my Term Savings (Certificate) Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my Term Savings (Certificate) Account Agreement and Disclosure and deposit receipt which will be provided to me in accordance with applicable law.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:

1. The minimum deposit required to open a Traditional or Roth IRA Certificate Account is \$1,000 and the minimum for a Coverdell Educational Savings Certificate Account is \$1,000. Those same minimum amounts are required as balances to earn the disclosed Annual Percentage Yields (APY). Additional deposits are permitted to contributory IRAs only.
2. There are no minimum deposits required to open all IRA Savings Accounts and no minimum balances required to earn the disclosed Annual Percentage Yield (APY).
3. I may not pledge any of the funds on deposit in the Account as security for any loan(s).
4. IRA Accounts may not be used as an overdraft source for any Checking Account.
5. Certain federal and state penalties apply to amounts withdrawn from IRA Accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
6. I understand and agree that my IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my Term Savings (Certificate) Account Agreement and Disclosure (if any) and the applicable Credit Union Traditional, Roth, or Coverdell Educational Savings Account IRA Trust Agreement and Disclosure Statement which will be provided to me in accordance with applicable law.
7. Funds in an Individual Retirement Account will escheat to the state if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - (a) Increased or decreased principal;
 - (b) Accepted payment of principal or income (dividends);
 - (c) Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

PART II: INSTRUCTIONS FOR IRS FORM W-9

INSTRUCTION(S) TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)
(Section references are to the Internal Revenue Code unless otherwise noted.)

PURPOSE OF FORM:

A person (such as the Credit Union) who is required to file an information return with the IRS must get my correct taxpayer identification number (TIN) to report, for example, income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt or contributions I made to an IRA.

I must use Form W-9 only if I am a U.S. person (including a resident alien), to give my correct TIN to you, and, when applicable to:

1. Certify that the TIN I am giving is correct (or I am waiting for a number to be issued);
2. Certify I am not subject to backup withholding; or
3. Claim exemption from backup withholding if I am an exempt payee.

NOTE: If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to Form W-9.

If applicable, I am also certifying that as a U.S. person, my allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, I am considered a U.S. person if I am:

1. An individual who is a U.S. citizen or U.S. resident alien, or
2. A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
3. An estate (other than a foreign estate), or
4. A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if I am a U.S. person that is a partner in a partnership conducting a trade or business in the United States, I will provide Form W-9 to the partnership to establish my U.S. status and avoid withholding on my share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

1. The U.S. owner of a disregarded entity and not the entity,
2. The U.S. grantor or other owner of a grantor trust and not the trust, and
3. The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

If I am a foreign person, I must not use Form W-9. Instead, I will use the appropriate Form W-8 (See Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If I am a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, I must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which I claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example: Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If I am a nonresident alien or a foreign entity not subject to backup withholding, I must give the Credit Union the appropriate completed Form W-8.

WHAT IS BACKUP WITHHOLDING?:

Persons making certain payments to me must, under certain conditions, withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

I will not be subject to backup withholding on payments if I give you my correct TIN, make the proper certifications, and report all my taxable interest and dividends on my tax return.

Payments I receive will be subject to backup withholding if:

1. I do not furnish my TIN to you; or
2. I do not certify my TIN when required (see the Part II instructions on Certification for details); or
3. The IRS tells you that I furnished an incorrect TIN; or
4. I am told by the IRS that I am subject to backup withholding because I did not report all my interest and dividends on my tax return (for reportable interest and dividends only); or
5. I do not certify to you that I am not subject to backup withholding under 4, above (for reportable interest and dividend accounts opened after 1983 only);

Certain payees and payments are exempt from backup withholding. See "Specific Instructions" and the separate Instructions for the Requestor of Form W-9.

PENALTIES:

Failure to Furnish TIN -- If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding -- If I make a false statement with no reasonable basis that results in no backup withholding, I am subject to a \$500 penalty.

Criminal Penalty for Falsifying Information -- Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

Misuse of TINs -- If you disclose or use TINs in violation of Federal law, you may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS:

Name -- If I am an individual, I must generally enter the name shown on my income tax return. However, if I have changed my last name, for instance due to marriage, without informing the Social Security Administration of the name change, I will enter my first name, the last name shown on my social security card and my new last name.

If the account is in joint names, I will list first and then circle the name of the person or entity whose number I enter in Part I of the form.

Sole Proprietor -- I will enter my individual name as shown on my income tax return on the "Name" line. I may enter my business, trade or "doing business as (DBA)" name on the "Business name" line.

Limited Liability Company (LLC) -- I will check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

If I am a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, I will enter the owner's name on the "Name" line. I will enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, I will enter the LLC's name on the "Name" line and any business, trade or DBA name on the "Business name" line.

Other entities: I will enter the business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. I may enter any business, trade or DBA name on the "Business name" line.

Exempt Payee. If I am exempt from backup withholding, I will enter my name as described above, then check the "Exempt Payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If I am exempt from backup withholding, I should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker.

Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, *Miscellaneous Income*, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

PART I --Taxpayer Identification Number (TIN)

I must enter my TIN in the appropriate box.

If I am a **resident alien** and I do not have and am not eligible to get an SSN, my TIN is my IRS individual taxpayer identification number (ITIN). I will enter it in the social security number box. If I do not have a TIN, I will see **How To Get a TIN** below.

If I am a **sole proprietor** and I have an EIN, I may enter either my SSN or EIN. However, the IRS prefers that I use my SSN.

If I am a single-member LLC that is **disregarded as an entity** separate from its owner (see **Limited Liability Company (LLC) above**), I will enter the owner's SSN (or EIN, if the owner has one). I will not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, I will enter the entity's EIN.

Note: See the chart on Page 15 entitled "What Name and Number to Give the Credit Union" for further clarification of name and TIN combinations.

How to Get a TIN -- If I do not have a TIN, I must apply for one immediately. To apply for an SSN, I will get **Form SS-5**, Application for a Social Security Card, from my local Social Security Administration office or I can get this form online at www.ssa.gov/online/ss5.html. I must get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. I can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Internet Web Site at www.irs.gov.

If I am asked to complete Form W-9 but do not have a TIN, I will write "Applied For" in the space provided for the TIN on my Account Signature Card, sign and date the form and give it to you. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally I will have 60 days to get a TIN and give it to you before I am subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. I will be subject to backup withholding on all such payments until I provide my TIN to you.

Note: Writing "Applied For" means that I have already applied for a TIN, or that I intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

PART II -- Certification

To establish to the withholding agent that I am a U.S. person, or resident alien, I will sign Form W-9. I may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I on the W-9 should sign (when required). Exempt residents, see **Exempt Payee** on Page 12.

Signature Requirements -- Complete the certification as indicated in 1 through 5 below.

- Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983** -- I must give my correct TIN, but I do not have to sign the certification.
- Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983** -- I must sign the certification or backup withholding will apply. If I am subject to backup withholding and am merely providing you with my correct TIN, I must cross out item 2 in the certification before signing the form.
- Real Estate Transactions** -- I must sign the certification. I may cross out item 2 of the certification.
- Other Payments** -- I must give my correct TIN, but do not have to sign the certification unless I have been notified that I have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage Interest Paid by Me, Acquisition or Abandonment of Secured Property, Cancellation of Debt, Qualified Tuition Program Payments (under Section 529), IRA or Archer MSA Contributions or Distributions, and Pension Distributions** -- I must give my correct TIN, but do not have to sign the certification.

WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION:

For this type of account:	Give the name and SSN of:
1. Individual	The individual.
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account. ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor. ²
4. a. The usual revocable savings trust (grantor is also a trustee)	The grantor-trustee. ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner. ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner. ³

For this type of account:	Give the name and EIN of:
6. Disregarded entity not owned by an individual	The owner.
7. A valid trust, estate or pension trust	Legal entity. ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation.
9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization.
10. Partnership or multi-member LLC	The partnership.
11. A broker or registered nominee	The broker or nominee.
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity.

- I must list first and circle the name of the person whose number I furnish. If only one person on a joint account has a SSN, that person's number must be furnished.
- I must circle the minor's name and furnish the minor's SSN.
- I must show my individual name**, but I may also enter my business or "doing business as (DBA)" name on the second name line. I may use either my SSN or EIN (if I have one), but the IRS encourages me to use my SSN.
- I must list first and circle the name of the legal trust, estate or pension trust. (I must not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

Securing My Tax Records from Identity Theft – Identity theft occurs when someone uses my personal information such as my name, social security number (SSN), or other identifying information, without my permission, to commit fraud or other crimes. An identity thief may use my SSN to get a job or may file a tax return using my SSN to receive a refund.

To reduce my risk, I will: 1) Protect my SSN, 2) Ensure my employer is protecting my SSN, and 3) Be careful when choosing a tax preparer.

I will call the IRS at 1-800-829-1040 if I think my identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. I can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect Myself From Suspicious Emails or Phishing Schemes – Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If I receive an unsolicited email claiming to be from the IRS, I will forward this message to phishing@irs.gov. I may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. I can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

I may visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce my risk.

Privacy Act Notice – Section 6109 of the Internal Revenue Code requires me to give my correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of my tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws. You may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement agencies to combat terrorism.

I must provide my TIN whether or not I am required to file a tax return. You must generally withhold 28% of taxable interest, dividend, and certain other payments to me if I do not furnish my TIN to you. Certain penalties may also apply.

PART III: FUNDS AVAILABILITY POLICY

(A) DISCLOSURE OF DELAYED FUNDS AVAILABILITY FOR ALL ACCOUNTS EXCEPT TERM SAVINGS (CERTIFICATE) ACCOUNTS

Your policy is to make funds from my cash or check deposits available to me on the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate may not be available until the fifth (5th) business day after the day of my deposit. This rule does not apply at ATMs that you own or operate (all ATMs that you own or operate are identified as "your ATMs"). Funds from any deposits (cash or checks) made at your ATMs may not be available until the second (2nd) business day after the day of my deposit. Once deposited funds are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 2:00 P.M. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 2:00 P.M., or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

LONGER DELAYS MAY APPLY:

In some cases, you will not make all of the funds that I deposit by check available to me on the first (1st) business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day after the day of my deposit. However, the first \$100 of my deposits will be available on the first (1st) business day after the day of deposit.

If you are not going to make all of the funds from my deposit available on the first business day after the day of deposit, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the business day after you receive my deposit. If I will need the funds from a deposit right away, I should ask you when the funds will be available. In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$5,000 on any one day.
3. I redeposit a check that has been returned unpaid.
4. I have overdrawn my account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and will tell me when the funds will be available. They will generally be available no later than the eighth (8th) business day after the day of my deposit.

SPECIAL RULES FOR NEW ACCOUNTS:

If I am a new member, the following special rules will apply during the first thirty (30) days my account is open.

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 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 (1st) business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000.00 will not be available until the second (2nd) business day after the day of my deposit.

Funds from all other check deposits will be available on the thirtieth (30th) business day after the day of my deposit.

(B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

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

In the event that I draw a check on my checking or loan account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold you harmless and indemnify you from any liability due to such delay or misrouting.

PART IV: PRIVACY POLICY

The Credit Union, its affiliate, Media Benefits Corporation, understand the importance of protecting the privacy of their members and customers. As such, you are committed to maintaining the confidentiality of each member's and each customer's financial records consistent with state and federal laws. This Notice explains how you collect and share my nonpublic personal information and further describes my right to limit the information you share about me.

Collection and Use of Information – During the course of business, you collect nonpublic information ("information") about me from the following sources:

1. Information that I provide to you in person, in writing or through the Internet;
2. Information obtained through my transactions and experiences with you and your affiliate;
3. Information you receive from nonaffiliated third parties about their transactions and experiences with me;
4. Information provided by consumer reporting agencies and similar companies.

You collect this information about me to complete transactions, to maintain my accounts and related records, to assist you in developing new products and services, to aid me in learning more about your products and services, and to fulfill any legal and regulatory requirements.

Sharing Information with Third Parties – In the course of conducting your business, you may share any of the information you collect about me with third parties if: 1) I request or authorize it; 2) the information is provided to help complete a transaction initiated by me; 3) the information is provided to a third party providing services to me, such as data processing, printing services, and marketing services; 4) the information is provided to a consumer reporting agency in accordance with the Fair Credit Reporting Act; or 5) the disclosure otherwise is lawfully required or permitted. Furthermore, you may also disclose information about me to other nonaffiliated and affiliated third parties not described in this Notice as permitted by law.

You may share any of the information you collect within your affiliate in accordance with the Fair Credit Reporting Act. You may share the information I provide to you, my transaction and experience information, my credit report information, and any other information that you may collect about me, to the extent permitted by state and federal law. If I do not wish for you to share any of the information with your affiliates, I have the right to opt-out of such information-sharing as explained below in the section entitled "My Right to Opt-Out."

You sometimes share the information you collect about me with outside companies that perform services for you. For example, to maintain and service my accounts or to fulfill my transaction requests, you share information with non-financial companies that provide services to you, such as data processing companies, printing companies, mailing companies, and marketing companies. Prior to sharing any information with such entities, you require them to agree to safeguard your members' and customers' information and to comply with all applicable privacy laws.

In addition, to offer me a wider array of financial products and services, you may enter into joint marketing agreements with other financial institutions such as insurance agencies, insurance companies, mortgage bankers, broker dealers, and financial advisors. You never give these financial institutions my account numbers. Prior to sharing any information with such entities, you require them to agree to safeguard your members' and customers' information and to comply with all applicable privacy laws. However, if I do not wish for you to share any of my information under these joint marketing agreements, I have the right to opt-out of such information-sharing as explained below in the section entitled "My Right to Opt-Out."

Information Sharing in the Event of Termination of Membership – If I decide to terminate my membership or become an inactive member, you will adhere to the privacy policies and practices as described in this Notice.

Security of Information – You restrict access to information about me to those employees who need to know that information to provide products or services to me. Your employees access information about me when needed to administer my accounts, to provide requested services, or in response to a legally valid outside request or order (such as a subpoena). Your employees may also access information to exercise your rights under the law or pursuant to any agreement with me. You maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard my information. You also continually update and assess your systems to improve your technology for protecting information.

Accuracy of Information – You strive to ensure that my records contain accurate information about me. If I see any inaccuracies in my Statements, I will call (888) 800-3328. You will promptly investigate and make any necessary changes to update my records.

Changes to My Policy -- This privacy notice replaces any previous notices from you. You reserve the right to revise your policy as your business needs change or as the law requires. If you revise your policies, you will provide your active members with copies of your new policies at that time.

My Right to Opt-Out -- You understand that there are certain third parties with whom I do not wish for you to share my information. If I do not wish for you to share my information with your affiliate and/or with those financial service providers with whom you have joint marketing agreements, I have the right to opt-out at any time. If I wish to exercise any of my opt-out rights as described above, I may opt-out in one of three ways as follows:

1. Fill out an opt-out form and send it back to you at First Entertainment Credit Union, PO Box 100, Hollywood, CA 90078-0100;
2. Call you toll-free at (888) 800-3328 from 8:30 a.m. to 5:00 p.m., PST; or
3. Reply electronically by contacting you at www.firstent.org and click on the "Opt-Out" link on the Privacy Policy webpage.

My opt-out will remain effective until revoked in writing. Please note that even if I opt-out, you will continue to share our information to conduct your business as described above, to the extent permitted by law.

PART V: OVERDRAFT SERVICES POLICY

OVERDRAFT POLICY: You may, at your discretion, pay my overdrafts causing my Credit Union Checking Account to have a negative balance.

WHAT IS AN OVERDRAFT?

Some transactions which can result in an overdraft (i.e., negative balance) in my Checking Account include, but are not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your bill pay service, or other withdrawal requests authorized by me including, but not limited to, ATM transactions, Visa Debit Card transactions, for which funds are insufficient; (2) the return (unpaid) of items deposited by me; (3) the imposition of service charges by you; or (4) the deposit of items which are treated as not yet "available" according to our Funds Availability Policy.

WHAT OVERDRAFT TRANSACTIONS ARE COVERED?

The overdraft service is available for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your bill pay service, recurring Visa Debit Card transactions, ACH transactions, and other preauthorized transfers.

OPTIONAL OVERDRAFT TRANSACTIONS:

The following types of transactions require me to "opt in" (in other words, I must provide you with my approval) at account opening if I would like to include them in the overdraft service. Choosing not to "opt in" may result in these transactions being declined: • ATM transactions • One-time Visa Debit Card transactions

One-time Visa Debit Card transactions, for example: grocery store purchases, gasoline purchases, etc., and transactions at ATMs, require me to provide consent to have an overdraft. I may reinstate or revoke my decision to allow the Credit Union to authorize and pay overdrafts on one-time Visa Debit Card transactions and ATM transactions, after I have opened my Checking Account; I may do so by: (1) calling you toll-free at (888) 800-3328; (2) visiting any branch and speaking with a member service employee; (3) mailing an opt-in consent form to P.O. Box 100, Hollywood, CA 90078-0100; or (4) visiting you online at www.firstent.org/overdraft.

ELIGIBILITY FOR OVERDRAFT SERVICE:

The overdraft service is not a credit service and requires no application or approval process. Eligibility is at the discretion of the Credit Union. You may suspend or revoke the overdraft service from my Checking Account at any time.

THE OVERDRAFT SERVICE IS A BENEFIT:

Any overdraft, which results in the payment of an item, will be made by you on an account and transaction basis at your discretion. The overdraft service does not constitute an actual or implied agreement between me and the Credit Union; nor does it constitute an actual or implied obligation of the Credit Union. The overdraft service is a Checking Account benefit the Credit Union may provide from time to time and may be withdrawn or withheld by the Credit Union at any time.

HOW THE OVERDRAFT SERVICE IS ADMINISTERED:

If the overdraft service is available to me, you will generally pay my overdraft items up to a limit designated for my account, including fees. I will be notified by mail, or, if I have agreed to receive notices from you in an electronic format, I may be notified electronically, of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, I understand that you have no obligation to notify me before you pay or return any check, item, or other transaction. You may refuse to pay any overdrafts without first notifying me, even though my Checking Account is in good standing and even if you have paid previous overdrafts.

WHEN IS THE OVERDRAFT PAYMENT DUE?

The total of the overdraft (negative) balance in my Checking Account, including any and all fees and charges, is due and payable upon demand, and I am required to immediately deposit with you sufficient funds to cover the overdraft paid by you and pay the related fees.

PAYMENT ORDER OF ITEMS:

I understand that the order in which items are processed can affect the total amount of fees that may be assessed against my Checking Account. I understand checks presented for payment on the same day will be paid according to the dollar amount, and you pay the smallest check amounts first. In regards to ACH transactions, deposits are posted first and debits are posted in the order received. In regards to ATM and Visa Debit Card transactions, items are posted in the order received. The order in which items are paid is important if there is not enough money in my account to pay all of the items presented.

OVERDRAFT FEES:

An overdraft fee will be charged to my Checking Account, in accordance with your Schedule of Fees and Charges, for each overdraft that is authorized and paid on my Checking Account through the overdraft service. This means that more than one overdraft fee may be assessed against my Checking Account per day, depending upon the number of overdrafts authorized and paid through the overdraft service. I understand the amount that can be paid for overdraft transactions shall be reduced by the amount of each overdraft paid by you through the overdraft service and the amount of the related overdraft fee imposed until such amounts are repaid by me. If you choose not to pay

the overdrawn check or other item/transaction under the overdraft service, I am subject to a Non-Sufficient Funds (NSF) fee in accordance with your Schedule of Fees and Charges. My periodic statement will itemize overdraft fees and NSF fees and other overdraft related fees for each month, as well as the year-to-date total of fees.

OTHER OVERDRAFT FEES:

If my account remains overdrawn for three or more consecutive calendar days, you will charge me a daily negative balance fee, per day, in accordance with your Schedule of Fees and Charges, beginning on the fourth calendar day up to a maximum of 14 consecutive calendar days.

TRANSFERS TO COVER OVERDRAFTS:

I also agree that I or you have the right to transfer available funds from other accounts I may have with you to cover the overdraft and pay the related fees. I understand and agree that you may transfer funds to my Checking Account from any of my other account(s) with you (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the overdraft, which you may pay according to the terms and conditions of this Agreement, and to pay the related fees for these transfers per your Schedule of Fees and Charges.

RIGHT OF OFF-SET:

In addition to any other rights you may have, I agree any deposits or future deposits in or other credits to any account in which I may now or in the future have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless I "opt-out" of the overdraft service (see below), I consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid.

Each person who causes an overdraft, which is paid by you, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. You reserve the right to limit the overdraft service to one (1) account per household or member.

I will be in default under the terms of this Agreement if I fail to live up to any of its terms and conditions or I am in default on any loan obligation with you and/or a negative balance exists in any other deposit account with you on which I am an owner. If I am in default, in addition to any other rights you may have, you may temporarily suspend or terminate the overdraft service or close my Checking Account and demand immediate payment of the entire unpaid negative balance. I agree to pay any collection costs, attorneys' fees, and court costs which you incur as a result of my default. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

MY RIGHT TO OPT-OUT OF THE OVERDRAFT SERVICE:

If I prefer not to have the overdraft service on my Checking Account, I can telephone you at (888) 800-3328, 8:30 a.m. to 5:00 p.m. Monday through Thursday or 8:30 a.m. to 6:00 p.m. Friday, or write to you at P.O. Box 100, Hollywood, CA 90078-0100; include my decision to completely Opt-Out of your overdraft service, my name, account number, date, and signature, and you will remove the overdraft service from my Checking Account. If I opt-out of the overdraft service, I will still be charged your NSF fee for each item returned per your Schedule of Fees and Charges.

OPTIONAL OVERDRAFT PROTECTION PLANS:

You also offer overdraft protection plans, such as a link to a savings or line of credit account, which may be less expensive than your overdraft service. To learn more, I can ask you about these plans.

PART VI: ELECTRONIC SERVICES AGREEMENT & DISCLOSURE

This Electronic Services Agreement and Disclosure is given by you in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested. My acceptance, retention or use of an ATM card, Visa Debit Card, or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

At the present time, you offer several types of electronic services: pre-authorized deposits of net paycheck, payroll deductions, pre-authorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs, and on "Shared Network" ATMs, such as Star®, Maestro®, American Express®, Citrus®/Mastercard®, Visa®, Plus® and CO-OP Network and such other systems as may be added from time to time; Visa® Credit Card cash advances at ATMs on the Visa network; Point of Sale transactions, "CU, online" (Personal Computer Electronic Home Banking), "Billp@yer" (Online Bill Payment Service), and "1st Call" (Audio Response Electronic Telephone Banking), and "CU.transfer" (Online Funds Transfer Service). General disclosures applicable to all Electronic Services offered by you are given on the following pages, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account(s), Savings Account(s), Visa Credit Card, Personal Line of Credit Account and any other applicable accounts remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

All applications for electronic services are subject to your approval.

The individual signing first on the specific application for an ATM Card or Visa Debit Card must be a member of the Credit Union or have made application for membership. On the application I must designate the checking account (herein "Checking Account") to be used for electronic transactions.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

BUSINESS DAY DISCLOSURE:

Your business days are Monday through Friday. Holidays are not included. Your business hours are 8:30 a.m. to 5:00 p.m. Mon. - Thurs., 8:30 a.m. to 6:00 p.m. Fridays. Some branches have Saturday hours 9:00 a.m. to 2:00 p.m.; call the Credit Union for specific locations. ATMs are generally open but not always accessible 24 hours a day, 7 days a week. 1st Call, CU,online, and Billp@yer are generally available 24 hours a day,

7 days a week but may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet Service Provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

You will disclose information to third parties about my account or transfers I make:

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

PERIODIC STATEMENTS:

I will immediately review each periodic statement sent or made available to me to ensure that each and every transaction has been authorized by me. My failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC SERVICES TRANSACTIONS:

Telephone you at: (323) 851-3673 or (818) 954-4401 or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100 Hollywood, CA 90078-0100 as soon as I can if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with Visa Operating Rules and Regulations, I will receive provisional credit for Visa Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

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

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

However, see the "Additional Disclosures Applicable to PINLess Visa Debit Card Transactions" section below for further details regarding Visa Debit Card transactions initiated through a non-Visa debit network.

I also understand and agree that it is my responsibility to carefully review each receipt or sales slip I receive when I conduct a Visa Debit Card transaction. In addition, I agree that, to the extent a Visa Debit Card transaction is initiated using my PIN or when I sign a sales slip, it is presumed that I authorized the transaction, and the amount thereof, because the authorization was initiated through my PIN or by my signature on the sales slip. In such an event, I understand and agree that the burden is on me to conclusively prove that the use of my Visa Debit Card and/or amount of the transaction was unauthorized.

FIRST ENTERTAINMENT ZERO LIABILITY POLICY:

I will not be liable (\$0.00) for unauthorized electronic transactions if I notify you within 60 days after the statement showing the transaction is delivered to me. If I do not, I may not get back any of the money I lost from any unauthorized transaction that occurs after the close of the 60-day period if you can show that you could have stopped the transaction if I had notified you in time.

YOUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:

If you do not properly complete an electronic funds transaction to or from my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner);
5. The ATM, POS terminal, 1st Call, CU.online, Billp@yer, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash or cash in the denominations I requested;
7. My ATM Card, Visa Debit Card or Visa Credit Card has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to nonuse, is retained by you at my request, or because my ATM Card, Visa Debit Card, Visa Credit Card, 1st Call, or CU.online PIN or my Billp@yer Personal Security Code (PSC) has been repeatedly entered incorrectly;
8. The transaction would exceed my Personal Line of Credit limit or Visa Credit Card limit;

9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

PERSONAL IDENTIFICATION NUMBERS (PINs):

I understand that I cannot use my ATM Card, Visa Debit Card or Visa Credit Card at a Visa terminal, or 1st Call, CU.online, CU.transfer or Billp@yer without the applicable identification number which you refer to as a PIN, PSC, or Access Code (herein "PIN(s)") as discussed in this Agreement and Disclosure. I am responsible for the safekeeping of my PIN provided by you or selected by me and for all transactions by use of a PIN. I will notify you immediately and send written confirmation if my PINs are disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my Account(s) if anyone not authorized by me has access to the PIN. If I disclose my PIN(s) to anyone, however, I understand that I have given them access to my Account(s) via the applicable electronic transfer system and that I am responsible for any such transaction. I further understand that my PIN(s) are not transferable and I will not disclose the PIN(s) or permit any unauthorized use thereof.

CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges which accompanies this Agreement and Disclosure and is incorporated herein. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. If I request a copy of the documentation relative to an ATM transaction (except if the documentation is resolution of a billing error), a Document Fee will be charged. Any fees charged will be deducted from my Checking or First500 Savings Account.

CHANGE IN TERMS:

You may change the terms and charges for the services indicated in this Agreement and Disclosure and may amend this Agreement and Disclosure from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice of a change(s) at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

DISCLOSURE OF DELAYED FUNDS AVAILABILITY:

You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, I must review your "Funds Availability Policy" or contact a Credit Union officer.

TERMINATION OF ELECTRONIC SERVICES:

I may, by written request, terminate any of the electronic services provided for in this Agreement and Disclosure. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my accounts subject to electronic services or the use of the ATM Card, Visa Debit Card, Visa Credit Card or any other access device, I will remain liable for subsequent transactions authorized on my account(s).

ACCOUNT ACCESS:

My Account, the Card(s), or any other access device or method (including ACH and Electronic Check Transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA):

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform me that restricted transactions are prohibited from being processed through my account or banking relationship with you. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If I do engage in an Internet gambling business and open a new account with you, you will ask that I provide evidence of my legal capacity to do so.

APPLICABLE LAW:

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

RELATIONSHIP TO OTHER DISCLOSURES:

The information in this Agreement and Disclosure applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

COPY RECEIVED: I acknowledge receipt of a copy of this Agreement and Disclosure.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If I have arranged to have pre-authorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

ACCOUNT ACCESS: Pre-authorized deposits may be made only to my Checking and First500 Savings Accounts. Payroll deductions may be made to any account.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS:

If I have arranged with a third party (for example, the Social Security Administration) to make pre-authorized

deposits to my account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (323) 851-3673 or (818) 954-4401 and you will advise me whether or not the pre-authorized deposit has been made.

DOCUMENTATION OF PRE-AUTHORIZED DEPOSITS:

Generally, I will receive a monthly account statement for each month in which a pre-authorized deposit is made, but at least quarterly if no pre-authorized deposits are made. However, if the only electronic service I have with you is pre-authorized deposits, then you reserve the right to only send me a quarterly statement.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES

If I have requested a pre-authorized payment to a third party from my Credit Union Checking Account, the following applies to me.

ACCOUNT ACCESS: Pre-authorized payments may only be made from my Checking Account.

RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT:

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

RIGHT TO STOP PRE-AUTHORIZED PAYMENT:

If I want to stop any pre-authorized payments or revoke a preauthorized payment authorization, I must call you at (323) 851-3673 or (818) 954-4401, or write to you at First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078 in time for you to receive my Stop Payment Request no less than three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my Request in writing and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each Stop Payment or revocation request. Such Stop Payment Request will apply only to that particular payment. If I have given you a Request to revoke this entire pre-authorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire pre-authorized payment authorization and provide you with a copy of my written revocation notice to the third party.

YOUR LIABILITY FOR FAILURE TO STOP PAYMENTS:

If I Request you to stop one of my pre-authorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by the law.

LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS:

I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. I will also refer to the section entitled "Additional Disclosures Applicable to Electronic Check Transactions, ATM Electronic Funds Transactions, Point of Sale Transactions, 1st Call, CU.online, CU.transfer Transactions and Billp@yer."

ADDITIONAL DISCLOSURES APPLICABLE TO 1st CALL (AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING)

1st Call (Audio Response Electronic Telephone Banking) is a telephone banking service that will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer through the use of a touch-tone phone. Before I can use 1st Call, you will provide me with a PIN for access. I understand that I can change my 1st Call PIN or remove Audio Response access to my accounts at any time through the use of a touch-tone telephone.

I am responsible for the safekeeping of my 1st Call PIN and for all transactions made by use of the 1st Call System. I will notify you immediately and send written confirmation if my 1st Call PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my Account if anyone not authorized by me has access to the PIN. If I disclose my 1st Call PIN to anyone, however, I understand that I have given them access to my account via the 1st Call System and that I am responsible for any such transactions. I further understand that my 1st Call PIN is not transferable and I will not disclose my 1st Call PIN or permit any unauthorized use thereof.

TYPES OF AVAILABLE TRANSACTIONS:

I may use my 1st Call PIN to:

1. Make withdrawals from my First500 Savings Account, Checking Account(s), and Money Market Account(s) by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my address of record.
2. Transfer funds among and between my First500 Savings Account, Checking Account(s), and Money Market Account(s), and most other savings accounts and loan account(s).
3. Take an advance from my Personal Line of Credit Account by Credit Union check payable to the borrower whose name appears first on the Personal Line of Credit Agreement and Disclosure and sent to the borrower's address of record.
4. Make loan payments by transferring the amount of the payment due from my First500 Savings Account, Checking Account(s), and Money Market Account(s).
5. Make account balance inquiries on my First500 Savings Account, Checking Account(s), and Money Market Account(s) or loan account(s).

You may offer additional services in the future and if so, I will be notified of them.

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT:

1. Account withdrawals through 1st Call from my Checking or any savings account(s) are limited in any one business day to the lesser of \$5,000.00 or to the extent I have funds available in my applicable account.
2. Advances are limited to the amount available from my Personal Line of Credit Account.
3. For security reasons, in the event my 1st Call PIN is lost or stolen, there may be limitations on the transactions I can make on the Audio Response System.

ADDITIONAL DISCLOSURES APPLICABLE TO CU.ONLINE (ELECTRONIC HOME BANKING)

CU.online is your electronic Home Banking Service that allows access to my accounts without assistance from your staff through the use of a personal computer or remote computer terminal, communications software, a modem and my own CU.online PIN which you will provide.

MINIMUM SYSTEM REQUIREMENTS:

In order to conduct transactions through CU.online with you, the following computer system requirements must be satisfied: • **Minimum Browser Versions:** Internet Explorer® 6.0+, Firefox® 2.0+, or Safari® 6.0+. • **Minimum Hardware Required:** Pentium 233 MHz 64 MB RAM

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSFERS:

ACCOUNT ACCESS:

CU.online is available for my First500 Savings Account, Checking Account(s), Money Market Account(s) and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of Visa), using my CU.online Access Code, for the following transactions:

1. Balance inquiries.
2. View and/or download account history as available.
3. Transfer of funds among and between my accounts with you.
4. Transfer of funds to and from my accounts at other financial institutions if I participate in the CU.transfer service.
5. Transfer from my account(s) to another depositor's account with you if I participate in the CU.transfer service.
6. Withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or Checking Account or advances on my Personal Line of Credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to my address of record.
7. Loan payments by transfers from my First500 Savings Account, Checking Account(s), Money Market Account(s), or Secondary Savings Account(s).
8. Access Billp@yer for transfers from my Checking Account.
9. Change my CU.online Access Code from the one initially provided.

You may offer additional services in the future and, if so, I will be notified of them.

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT:

1. Withdrawals from my Checking or any savings account(s) or loan advances on my Personal Line of Credit whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
2. Account withdrawals through CU.online from my Checking or any savings account(s) are limited in any one business day to the lesser of \$5,000.00 or to the extent I have funds available in my applicable account.
3. All loan advances are limited to the amount available from the Personal Line of Credit.
4. Transactions on my accounts may be subject to Credit Union fees and charges. For more information, I will refer to the Schedule of Fees and Charges, your Member Account Agreement and Disclosure and, where applicable, my Personal Line of Credit Agreement and Federal Disclosure Statement.

AUTHORIZATION:

I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Billp@yer service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with Billp@yer service. I authorize you to transfer funds electronically between my designated account(s) and my account(s) at other financial institutions initiated through CU.online. I authorize you to charge my designated account(s) for transfers to the accounts with you held by other persons accomplished through the use of the CU.transfer service.

ELIGIBILITY: I understand that in order to use CU.online, I must have an account in good standing and have a PIN with you.

CU.ONLINE PIN: I understand that I cannot use CU.online without a member identification number which you refer to as a PIN. I AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

I am responsible for the safekeeping of my PIN and for all transactions made by use of CU.online. I will notify you immediately by phone and send written confirmation if my PIN is disclosed to anyone other than my joint owner of my account. If I disclose my PIN to anyone (including without limitation, an account aggregate service provider), however, I understand and agree that I have given them access to my account via CU.online and am responsible for any such transaction. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PIN. I further understand and agree that my PIN is not transferable and I will not disclose it or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a website, I may be required to give my Credit Union PIN to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

JOINT ACCOUNTS:

If I utilize CU online to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my PIN is utilized shall be considered authorized by me.

ADDITIONAL DISCLOSURES APPLICABLE TO BILLPAY@YER (ONLINE BILL PAYMENT SERVICE)

Billpay@yer is an electronic method of paying bills through the use of a personal computer, modem, communications software and my Personal Security Code (PSC) that will be provided to me. I may access this service through CU online (described above) or by going directly to the Credit Union's website.

ACCOUNT ACCESS:

I may only use my designated Checking Account ("Payment Account") for transfers to make such payments. I must complete, sign and submit, in person, by fax, or by mail, the Billpay@yer Enrollment Form ("Enrollment Form"), which is available from the Credit Union's website, along with a voided check from my Payment Account.

I agree to print and retain the Billpay@yer (Online Bill Payment) Terms and Conditions (which is incorporated herein) along with this Agreement and Disclosure when I request the Enrollment Form. By signing the Enrollment Form I accept and agree to the "Billpay@yer Terms and Conditions" which will appear on the website. An "Acknowledgment of Enrollment" and my Personal Security Code (PSC) will be sent to me under separate cover prior to my being able to use this service. I understand and agree that you reserve the right to deny enrollment.

LIMITATIONS:

1. There are no limitations on frequency of use.
2. Dollar amounts of payments is limited by available clear funds in my Payment Account.
3. Other limitations such as "Prohibited Payments" appear in the Billpay@yer Terms and Conditions.

FEES AND CHARGES:

I may be charged a Monthly Service Fee for the unlimited use of the Billpay@yer feature. You will automatically deduct any Monthly Service Fee and any other applicable fees from my designated Checking Account in the following month, on or about the monthly billing cycle date, based upon my original enrollment date. Fees and charges associated with this service are disclosed in my Schedule of Fees and Charges under "CHECKING ACCOUNT FEES."

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS

If I request that you issue me an ATM Card or Visa Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star[®], Maestro, American Express, Cirrus[®], Mastercard, Plus[®] Visa, or CO-OP Network logo(s) and belonging to those shared network ATMs or activated Visa[®] Credit Card to obtain advances at ATMs bearing the Visa[®] logo, then the information below applies to me. Access to ATMs is through the use of an ATM or Visa Debit Card and a Personal Identification Number (PIN) which you will provide.

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:

Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

ACCOUNT ACCESS:

The ATM services that you make available to me and that are covered by this Agreement and Disclosure are:

1. Deposits to my First500 Savings Account and Checking Account at your proprietary ATMs (and some designated CO-OP Network ATMs).
2. Withdrawals from my First500 Savings Account and Checking Account.
3. Transfers from my First500 Savings Account to my Checking Account within the same account number at your proprietary ATMs (and some shared network ATMs).
4. Balance inquiries at your proprietary ATMs (and some shared network ATMs).
5. The purchase of up to \$300 of American Express Travelers Cheques with money from my Checking Account at a fee of 1% the total face value. Each \$100.00 of Travelers Cheques purchased will count as one withdrawal from my account for the day. This service is available only at American Express Travelers Cheques dispensers which are on the Star System.
6. Cash advances on my Visa Credit Card at ATMs displaying the Visa logo.

Unless otherwise noted, the above services are generally available at ATMs on the Star, CO-OP Network, Visa, MasterCard, Cirrus, Plus, American Express, and Maestro Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Share Network ATMs.

ATM TRANSACTION FEES:

I understand that withdrawals from Network ATMs may be subject to Credit Union fees as disclosed in the Schedule of Fees and Charges. When I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a funds transfer).

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT:

1. No more than a total of three ATM withdrawals from all my accounts are permitted in any one banking day.
2. Withdrawal amounts from most ATMs are generally limited to a maximum of \$300.00 per day, a maximum of \$600.00 on weekends, \$900 on weekends with an adjoining federal holiday (for example, Labor Day) and a maximum of \$600.00 on midweek holidays. I understand that withdrawal limitations may vary between shared networks and individual ATMs. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at your sole discretion.
3. Minimum withdrawal amounts and increment amounts may vary depending on the shared network or ATM I access. For example, the minimum withdrawal and increment amount on Star[®] machines is \$20.00.

4. For security reasons, in the event my ATM Card, Visa Debit Card, Visa[®] Credit Card or PIN is lost or stolen, there may be restrictions on transactions I can make at the ATMs.

OVERDRAFT PROTECTION AND OVERDRAFT SERVICES:

I understand that if I have an Overdraft Personal Line of Credit (PLOC) in conjunction with my Checking Account, then I may use that PLOC as Overdraft Protection to fund any overdraft on my Checking Account, including overdrafts caused by ATM or POS Access. I may also request and authorize you to use my Savings Account(s) as Overdraft Protection to cover any such overdrafts on my Checking Account. However, if I do overdraft my Checking Account, I authorize you to cover the overdraft as follows:

If I have authorized Overdraft Protection from my Savings Account(s), you will transfer funds from my Saving(s) Account(s), if the linked Savings Account(s) has sufficient available funds. If not, you will make a cash advance from my PLOC, if I have authorized such cash advances, and there are sufficient funds available. If the funds available in my Savings Account(s) and/or PLOC are not sufficient to fund the overdraft on my Checking Account, then I understand that the overdraft may be funded by your Overdraft Service, subject to the terms and conditions in PART V: OVERDRAFT SERVICES POLICY of this Disclosure, if I have available privilege and limit. If not, then the item causing the overdraft will be returned or the transaction denied.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

AUTHORIZED USE -- MY ATM CARD, VISA DEBIT CARD AND PIN:

Both the Card and a Personal Identification Number (PIN) will be used each time I use an ATM. I must observe the following for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD (OR ANY PLACE) OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.
5. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME, EVEN IF THEY EXCEED MY AUTHORITY.

SAFETY AT THE ATM:

I understand that I should use caution at all times when using an ATM or POS Terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

ATM PERSONAL IDENTIFICATION NUMBER (PIN):

I agree to memorize my PIN and I will not write it on the Card(s). If I forget the number, I may contact you and you will issue a Replacement PIN for which there may be a Replacement PIN fee, as stated in your current Schedule of Fees and Charges.

OWNERSHIP OF ATM CARD AND/OR VISA DEBIT CARD:

I may request two ATM or Visa Debit Cards to access my account(s) without a charge. The issuance of additional Cards will be subject to a Multiple Card Fee. If my Card is lost or stolen, I may also be charged a Replacement Card Fee. The Card remains your property and I agree to surrender the Card to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, or if you are aware that I have violated any terms of this Agreement and Disclosure, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card through retrieval by any of the ATMs.

MAKING ELECTRONIC FUNDS TRANSACTIONS: I agree to follow the instructions posted or otherwise given by you or any ATM network or POS terminal concerning use of the machine/terminal.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS & VISA DEBIT CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:

By use of my ATM Card and/or Visa Debit Card (herein "Card"), I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

ACCOUNT ACCESS:

I may use my Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases from merchants, financial institutions and others who honor the Card.

I understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against my Checking Account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from my Checking Account.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSACTIONS:

I may make cash advances and purchases only to the extent that I have available funds in my Checking Account.

There are daily dollar limits and transactions limits that apply to my Visa Debit Card and that are subject to the available balance in my Checking Account. I understand and agree that I may use my Visa Debit Card at point of sale terminals up to a maximum of fifteen (15) transactions, or for up to \$2,500.00 in purchases, whichever comes first, each twenty-four (24) hour period.

RETURNS AND ADJUSTMENTS (VISA DEBIT CARDS):

Merchants and others who honor Visa Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Checking Account.

FOREIGN TRANSACTIONS (VISA DEBIT CARDS):

Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. Such regulations provide for either a 0.8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or a 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by Visa. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting to the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

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

TYPES OF AVAILABLE TRANSACTIONS:

I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I may make such a transfer via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transaction, whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account and serial numbers by telephone to make a payment or a purchase.

ACCOUNT ACCESS: Electronic Check Transactions may be made from my Checking Account only.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS: I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Account(s).

OVERDRAFT PROTECTION AND OVERDRAFT SERVICES:

I understand that if I have an Overdraft Personal Line of Credit (PLOC) in conjunction with my Checking Account, then I may use that PLOC as Overdraft Protection to fund any overdraft on my Checking Account, including overdrafts caused by any Electronic Check Transactions. I may also request and authorize you to use my Savings Account(s) as Overdraft Protection to cover any such overdrafts on my Checking Account. However, if I do overdraw my Checking Account, I authorize you to cover the overdraft as follows:

If I have authorized Overdraft Protection from my Savings Account(s), you will transfer funds from my Saving(s) Accounts, if the linked Savings Account(s) has sufficient available funds. If not, you will make a cash advance from my PLOC, if I have authorized such cash advances, and there are sufficient funds available. If the funds available in my Savings Account(s) and/or PLOC are not sufficient to fund the overdraft on my Checking Account, then I understand that the overdraft may be funded by your Overdraft Service, subject to the terms and conditions in PART V: OVERDRAFT SERVICES POLICY of this Disclosure, if I have available privilege and limit. If not, then the item causing the overdraft will be returned or the transaction denied.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

REMOTELY-CREATED CHECKS:

If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn, in the amount stated on the check, and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdraw amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO PINLess VISA DEBIT CARD TRANSACTIONS

PINLess VISA DEBIT CARD TRANSACTIONS:

You allow non-Visa debit transaction processing. This means I may use my Visa Debit Card on a non-Visa network (also known as a PIN-Debit Network) without using a PIN to authenticate my transactions. Visa Operating Rules and Regulations generally define a 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.

There are two types of authenticated transactions when using a debit card: PIN and signature. In a PIN debit transaction, a cardholder enters a PIN to authorize the transaction. In a signature debit transaction, a cardholder signs a receipt. As a result of the changes to Visa's Operating Rules and Regulations, I may choose to purchase goods and services with my Visa Debit Card through a PIN-Debit Network without the requirement of entering my PIN. The network that supports PINLess transactions for the Credit Union is the CO-OP Network.

An example of a PINLess debit transaction would be a bill payment transaction; in initiating payment directly with the biller (possibly via telephone, internet, or kiosk locations), my identity is verified using known information instead of the use of my PIN.

To initiate a debit card transaction on a Visa network, I may take the following steps when using my Visa Debit Card: signing a receipt at the point of sale, providing my Visa Debit Card number over the phone or via the Internet, or swiping my Visa Debit Card through a point-of-sale terminal.

I understand that the terms and conditions of my agreement with you relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's Zero Liability program), \$50.00 loss cap, provisional credit policies and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network. However, I may still have zero liability protection for fraudulent transactions against my Visa Debit Card under First Entertainment Credit Union's "zero liability" policy provided that I notify you in writing within 60 days of delivery of my statement showing the fraudulent transaction(s).

ADDITIONAL DISCLOSURES APPLICABLE TO CU.TRANSFER TRANSACTIONS

CU.transfer is an electronic method of transferring funds from my account(s) with you to accounts of third parties at the Credit Union or to my accounts at other financial institutions. I may access this service through my CU.online (described above).

ACCOUNT ACCESS:

This service is available only from First500 Savings, Checking, Money Market, Secondary Savings (with the exception of IRAs), and Loan (except Visa) account(s).

Each time I use CU.transfer, I understand and agree that you will ask me to agree to the CU.transfer (Online Funds Transfer) Terms and Conditions (which is incorporated herein). You will not allow me to complete a CU.transfer transaction unless I agree to the CU.transfer (Online Funds Transfer) Terms and Conditions. I agree to print and retain the CU.transfer (Online Funds Transfer) Terms and Conditions along with this Electronic Disclosure Agreement. I understand and agree that you reserve the right to deny enrollment or terminate this service or my access to this service at any time.

LIMITATIONS:

1. No more than six (6) transfers, including other non-CU.transfer transactions, can be made from a First500 Savings Account, Money Market Account, or other savings deposit accounts offered by you. Other than this limitation and any other limitations imposed by law, there are no limitations on the frequency of my use of CU.transfer.
2. The minimum transfer amount is \$0.01, the maximum transfer amount is \$5,000, and the dollar amounts of any transfers are limited by the available clear funds in my First500 Savings Account, Money Market Account, or other savings deposit accounts.
3. For Security reasons, in the event my CU.transfer or CU.online Access Code or login information is lost or stolen, there may be limitations on the transactions I can make using the CU.transfer service.
4. Other limitations such as "Prohibited Payments" appear in the web page CU.transfer Terms and Conditions.

FEES AND CHARGES: There are no fees or charges for the use of the CU.transfer service.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS, ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, 1st CALL, CU.ONLINE, CU.TRANSFER TRANSACTIONS, AND BILLP@YER.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

1. **Transaction Receipt** – I will receive a receipt at the time I make any transfer to or from my Account using one of the ATMs or when I make a purchase using a POS terminal, unless the amount of the transfer is \$15.00 or less, in which case a receipt is not required to be made available to me. I should retain any receipts received to compare with my statement from you.
2. **Periodic Statement** – I will receive a monthly statement (unless there are no transactions in a particular month) for the account(s) that I have accessed using an Electronic Check Transaction, the ATMs, Point of Sale terminals, 1st Call, CU.online, CU.transfer or Billp@yer which will show the calendar date that I initiated the transaction, the type of transaction and the type of account(s) accessed by the transactions, and the number of transactions occurring in that statement period. I will get a statement at least quarterly.

CU.ONLINE TRANSACTIONS:

I may print a record of any individual transaction conducted through CU.online at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such a paper copy as set forth in your Schedule of Fees and Charges.

MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:

I must tell you AT ONCE if I believe my checks, ATM Card, Visa Debit Card, Visa Credit Card, or my 1st Call PIN, ATM PIN, Visa Debit Card PIN, Visa Credit Card PIN or CU.online Access Code, (collectively "checks, Card(s) and/or PIN(s)") has been lost or stolen, or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft Personal Line of Credit). However, if I believe my check(s), Card(s), and/or my PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my check(s) (in an Electronic Check Transaction), Card(s), and/or any of my PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), Card(s), and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my Card(s) and/or my PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a Visa consumer card including credit or debit card for transactions that take place on the Visa network system, I understand that Visa Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN.

Also, if my statement shows transactions that I did not make, including those made by Card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed or delivered to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

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

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION:

If I believe my check(s), Card(s) or PIN(s) has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must telephone you at (323) 851-3673 or (818) 954-4401 or after business hours for a Visa Debit Card at (800) 682-6075, or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078-0100

I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

REGULATION "D" RESTRICTIONS ON ELECTRONIC FUNDS TRANSACTIONS:

Any combination of pre-authorized, automatic or telephone withdrawals or transfers from savings accounts are limited to no more than six (6) transfers in each calendar month.

However, I may make an unlimited number of withdrawals from or transfers among my own savings accounts by mail, messenger or in person at the Credit Union or at an ATM, subject to any limitations set forth in this Agreement and Disclosure. I may also make an unlimited number of withdrawals from my Savings Accounts through 1st Call, CUonline, or by telephone subject to any limitations set forth in this Member Account Agreement and Disclosure and this Electronic Services Agreement and Disclosure section, if I request that you send me a check at the last address of record, payable to the person whose name appears first on the Account Signature Card. Transfers or withdrawals in excess of the above limitations will not be honored.

VERIFICATION:

All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, 1st Call, CUonline, CUtransfer, Billp@yer or other electronic transaction contemplated hereunder that would otherwise require my "wet" signature, or other authorized signature, shall be valid and effective as if "wet" signed by me when accomplished by use of an Electronic Check Transaction, the Card(s), PIN(s) or as otherwise authorized under this Agreement and Disclosure. Deposits and loan payments at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in deposit posting due to improper identification on the deposit envelope or improper keying of the transaction. Information accompanying a deposit should include my name, your name, my account number, and where I want the deposit to go. If it is for a loan payment, the loan payment coupon should be included in the deposit envelope. If I make a deposit to my checking account with you, the checking account deposit slip should be included.

PART VII: FUNDS TRANSFER AGREEMENT & NOTICE

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement (Agreement) contains several notices which the Credit Union is required to provide to me and establishes other terms of agreement which will apply to all funds transfers which involve myself and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute my acceptance of all of the terms and conditions contained in this Agreement.

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

1. This Agreement applies to Funds Transfers as defined in Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for all wire transfers (both Domestic and International) will be at 11:00 a.m. P.S.T. on each weekday that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut off time may be treated as having been received on the next following business day and processed accordingly.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, my "Authorized Agents). I must provide you with a complete list of my Authorized Agents at the time the funds transfer is initiated, as only me and my Authorized Agents will be permitted to initiate funds transfers from my accounts at the Credit Union. I understand and agree that I am fully responsible for all transactions conducted by my Authorized Agents, regardless of whether such transactions are authorized by me or exceed the amounts of any transaction authorized by me. I must promptly notify the Credit Union of any changes in

my Authorized Agents by providing written notification of such change in writing. Changes in Authorized Agents by me shall be effective the business day following receipt of written notice.

4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. I agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from me or other Authorized Agents on the account until I and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with the security procedure, I will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by me. If the Credit Union does not follow the security procedure, but can prove the transfer request was originated by me, I will still be liable for the transfer amount plus transfer fees. I authorize the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.
 5. If I send or receive a wire transfer, Fedwire may be used Regulation J is the law covering all Fedwire transactions. This means that my rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. The Credit Union shall be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
 6. If I give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
 7. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that I will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number I provided.
 8. The Credit Union shall not be liable for acts or omissions by me or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed the Credit Union's agent.
 9. The Credit Union may give me credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I would be liable to repay the Credit Union.
 10. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements which you provide.
 11. If the Credit Union received a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify me of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.
- I shall have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request as long as it is received from me in accordance with the agreed-upon security procedures. The Credit Union shall have no liability if the cancellation or change is not effected.
12. If the Credit Union becomes obligated under Article 4A (Division 11 of the California Uniform Commercial Code) to pay interest to me, I agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
 13. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by me; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. I understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
 14. The Credit Union shall have the right to charge the amount of any funds transfer request to any of my accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of

the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Fees and Charges, which accompanies this Agreement and which is incorporated by this reference.

15. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
16. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfer and or a transfer which the Credit Union failed to abide by the agreed upon security procedures which I fail to report to the Credit Union within thirty (30) days after my receipt of notification of the transfer; 2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) my negligent or intentional action or inaction and/ or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by me or my authorized agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to my direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.
17. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, I agree to such amendments.
18. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

PART VIII: MEMBER CONDUCT POLICY

MEMBER CONDUCT AND LIMITATION OF SERVICES FOR MEMBERS/ NOT IN GOOD STANDING POLICY STATEMENT

The privilege of First Entertainment Credit Union services available to members must be reserved for members who are in "good standing." I acknowledge and agree that the purpose of this policy is to protect the employees, volunteers and members of the Credit Union from abusive members. This policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members.

I acknowledge and agree that the Credit Union's good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Credit Union is committed to treating its employees, volunteers and members with the respect they deserve and is committed to maintaining a work place free from unacceptable conduct from any source.

In the event that I engage in any type of abusive conduct towards a Credit Union member or a Credit Union employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against me.

This policy extends to any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through me who is considered to be "not in good standing" with the Credit Union.

I will not be considered to be "in good standing" with this Credit Union if:

1. I fail to comply with the terms and conditions of any lawful obligation with this Credit Union and the Credit Union suffers a "pecuniary loss" as defined below;
2. I manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
3. I engage in "abusive behavior," as defined below, or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on any Credit Union Service Centers Network.

The determination of whether I am in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

This policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.

DEFINITIONS:

1. "Member services" are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, online banking services, and other electronic fund transfer services.
2. A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which I owe, for whatever reason, to the Credit Union.

- (a) For loans: the pecuniary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
 - (b) For shares: the pecuniary loss is defined as the negative balance in the share account written off as uncollectible.
3. "Abusive behavior" includes, but is not limited to, any of the following conduct:
- (a) Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
 - (b) Any form of action which may constitute harassment under the Credit Union's harassment policy. For example:
 - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
 - Inappropriate touching.
 - Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
 - Displaying sexually suggestive objects or pictures.
 - (c) Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
 - Engaging in offensive or abusive physical contact.
 - Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
 - (d) Cursing or other abusive or vulgar language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
 - Using profane, abusive, intimidating or threatening language.
 - (e) Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on any Credit Union Service Centers Network.
 - (f) Possession, sale, use or being under the influence of an unlawful or unauthorized alcoholic substance on Credit Union premises or at a Credit Union function or on any Credit Union Service Centers Network.
 - (g) Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
 - (h) Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
 - (i) Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
 - (j) Any posting, defacing, or removing notices or signs on Credit Union Premises; writing on Credit Union bulletin boards without management authorization.
 - (k) Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union; immoral conduct or indecency on Credit Union premises.
 - (l) Deliberate or repeated violations of security procedures or safety rules.
 - (m) Any other act which endangers the safety, health or well being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as "abusive" by the Credit Union.

POLICY:

The availability of member services for members who are not in good standing with this Credit Union shall be restricted. Any or all of the following actions may be imposed against an individual who is deemed to be "not in good standing":

1. Denial of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, online banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to the Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
5. Taking any other action deemed appropriate under the circumstances that is not precluded by California Credit Union Law, NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.

I understand and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

In the case of continued abusive behavior or an extremely abusive incident, I will be subject to removal from membership at a special meeting of the members or at the next annual meeting of the membership.

These limitations shall not prohibit me from exercising my rights under federal or state law or regulation (e.g., Regulation "E" or Regulation "Z").