



FIRST
ENTERTAINMENT®
CREDIT UNION

Member Account Agreement and Disclosure

Effective: April 01, 2024

Retain This Important Document for Your Records



First Entertainment Credit Union

**MEMBER ACCOUNT AGREEMENT
AND DISCLOSURE**

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(Visit website at **www.firstent.org** or call (888) 800-3328
Toll-Free for Dividend Rate information)

In the following Member Account Agreement and Disclosure (“Agreement”), 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 as a result of signing an Account Signature Card or opening one or more account(s) with you. The words “you,” “your,” “yours” and “Credit Union” mean
FIRST ENTERTAINMENT CREDIT UNION.

The terms, conditions and information contained in the Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and become an integral part of this Agreement. This Agreement governs my accounts with you and related services, and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union's Account Signature Card for my account or using my account or any service you provide, I will be considered to have received and agreed to this Agreement.

I should retain a copy of this Agreement (and any information that the Credit Union provides me regarding changes to this Agreement) for as long as I maintain my account with you.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS FOR ME: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

PART I: BINDING ARBITRATION CONSENT AND AGREEMENT

BINDING ARBITRATION CONSENT AND AGREEMENT: You and I agree to attempt to informally settle any disputes arising out of, affecting, or relating to my accounts or my relationship with you. If that cannot be done, you and I agree that any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (defined below) of this Binding Arbitration Consent and Agreement, even if the Claim arose prior to the Effective Date of this Binding Arbitration Consent and Agreement, that arises out of or relates to this Agreement, my accounts or my use of your products or services shall, at the election of either you or me, be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or I may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR I ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, I WILL GIVE UP MY RIGHT TO GO TO COURT TO ASSERT OR DEFEND MY RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. I acknowledge that this Binding Arbitration Consent and Agreement does not prevent me from submitting any issue relating to my accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity seeking relief on my behalf.

By consenting to BINDING ARBITRATION, I understand and agree with the following terms:

- **SELECTION OF ARBITRATOR:** If either you or I elect to resolve a Claim through binding arbitration, my rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claim, and if you and I do not agree on a substitute, then I can select the appropriate forum for the Claim.

EFFECTIVE DATE: This Binding Arbitration Consent and Agreement is effective upon the sixty-first (61st) day after you provide this Binding Arbitration Consent and Agreement to me ("Effective Date"), unless I opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE: THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide me a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Consent and Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Any determination as to whether this Binding Arbitration Consent and Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, that the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- **Claims Arising Prior to Effective Date: THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **CLASS ACTION WAIVER: ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.****AMENDMENT/TERMINATION:** You reserve the right to amend or terminate this Binding Arbitration Consent and Agreement, subject to an additional right to opt out, provided that you notify me in writing at least sixty (60) days prior to such amendment or termination taking effect. Notwithstanding anything in this Agreement to the contrary, any amendment or termination of this Binding Arbitration Consent and Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.
- **LOCATION:** The place of arbitration shall be within fifty (50) miles of my residence at the time the arbitration is commenced.
- **COSTS:** I understand you will pay for any filing, administration, and arbitrator fees as imposed on me by AAA. However, I will be responsible for my attorneys' fees, unless I prevail on the merits of my Claim in arbitration.
- **ATTORNEYS' FEES:** If I prevail on the merits of my Claim in arbitration, you will pay my attorneys' fees. I will not be required to pay your attorneys' fees if you prevail.
- **SEVERABILITY:** In the event that the Class Action Waiver in this Binding Arbitration Consent and Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Consent and Agreement will be unenforceable. If any provision in this Binding Arbitration Consent and Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **SURVIVAL:** This Binding Arbitration Consent and Agreement will survive termination of the Agreement.
- **RIGHT TO OPT-OUT:** I have the right to opt-out of this Binding Arbitration Consent and Agreement, provided that I notify you of my intent to opt-out within 60 days after you provide me this Binding Arbitration Consent and Agreement. My opt-out

is only effective if I notify you in writing at First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078 within such sixty (60) day time period. If I fail to opt-out within this sixty (60) day time period, I will be deemed to have provided my consent to the resolution of my Claims through binding arbitration. In the event I opt-out of this Binding Arbitration Consent and Agreement, such opt-out will not affect other terms and conditions of my Agreement.

FOR MORE DETAILS or if I have questions, I may call you or visit a branch. If I have questions about AAA procedures, I should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879. I understand that any debt or loan obligation I may have with you that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Consent and Agreement.

PART II: 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 APYs for each type of dividend bearing account, I will refer to www.firstent.org/rates. I may also obtain current rate information by calling the Credit Union at (888) 800-3328.

For all accounts, dividends will be compounded monthly 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 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 deposit a minimum of one dollar (\$1), the par value of a share, in a First500 Savings Account in order to become a member. If I reduce my First500 Savings Account balance below the minimum of one dollar (\$1), my account may be classified as an "inactive account." When I increase the balance to the minimum, my account will be transferred back to an active status.
2. Your delay in enforcing any of the terms and conditions of this Agreement will not prohibit you from enforcing such terms and conditions at a later date. Any waiver by you shall not be deemed a waiver of other rights or of the same rights at another time. I hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.
3. You reserve the right to change any provision of or establish new provisions to this Agreement upon thirty (30) days written notice to the extent required by applicable law. This includes, without limitation, making changes to your accounts and services, the related fees, rates, balance computation and rate computation methods, as well as discontinuing or replacing such accounts and services at your discretion.

4. You may refuse to follow any of my instructions, accept any deposit, or process any transaction, that in your sole judgment is/are illegal, fraudulent, inconsistent with your policies, or those of any of your third-party processors, or that 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 any action in accordance with my, or what purports to be my, oral, written or electronic instructions.
5. I authorize you to accept a deposit to my account at any time, from any party, made in any manner, 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. The Credit Union may also refuse to accept all or any part of any deposit.
6. You reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account. There are many reasons why you may decline or prevent transactions to or from my account, but you generally do it to protect you or me, or to comply with legal requirements. You may decline or prevent any or all transactions to or from my account. You may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from my account, or you may place an administrative hold on funds in my account pending investigation, including one or more of the following circumstances: (1) my account is involved in any legal or administrative proceeding; (2) you receive conflicting information or instructions regarding account ownership, control or activity; (3) you suspect that I may be the victim of fraud, scam or financial exploitation, even though I have authorized the transaction(s); (4) you suspect that any transaction may involve illegal activity or may be fraudulent; (5) you are complying in your sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and anti-money laundering rules, and/or with your policies adopted to ensure that you comply with those laws; or (6) you reasonably believe that doing so is necessary to avoid a loss or reduce risk to you. You may also limit cash deposits to, or withdrawals from, any of my accounts, or who may make deposits, in order to reduce risk and/or allow you to comply with applicable law. You will have no liability for any action you take under this section.
7. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, I authorize you, in your discretion, to accept checks and other items for deposit into any of my accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. I authorize you to supply missing endorsements of any account owners on any item that you take for collection, payment, or deposit to my account. I also authorize you to collect any unendorsed item that is made payable to me without first supplying my endorsement, provided the item was deposited to my account. 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 endorser to be present, have valid identification, or to have their endorsements guaranteed before you accept the item.
8. You may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non -U.S. item"). If you accept any such item for deposit or collection, I accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. I agree that you may use your current buying and selling rate, as applicable when processing a non-U.S. item and may recover from any account I maintain with you any loss incurred by you as a result of your processing such an item for me. You reserve the right to place longer holds on non-U.S. items than the time frames specified in your Funds Availability Policy.
9. You have the right to charge back to or otherwise debit any account(s) I maintain with you for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued), even if I have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight

deadline, provided you do not have actual knowledge that such deadline has expired or, having such knowledge, you conclude that:

- The deposited item is returned in accordance with the laws governing my account or rule (including a clearing house rule)
- You have received a breach of warranty claim in connection with the deposited item

You have the right to pursue collection of such deposited item, even to the extent of allowing the paying bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. You may, without notice to me, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless you have received instructions from me not to redeposit such deposited item. You will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of my deposited items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), you may debit my account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. You are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

You need not give me any prior notification of your actions with respect to the claim. I agree to immediately repay any overdrafts. You may create substitute checks from my deposited items to facilitate the forward collection of such items. I agree to indemnify and hold you and your officers, directors, employees, and agents harmless from all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on image quality of such substitute check.

10. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If I deposit a remotely created check, I guarantee it was authorized by the account holder for payment in the amount it shows.
11. I understand and agree that you use automated means to process checks and other items written on or deposited to my account. This means that you do not individually examine all of my items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains my account number, amount of check and check number. Although you may manually review checks or other items drawn on my account, I understand and agree that reasonable commercial standards do not require you to do so. Your use of automated means to process checks and other items prevents you from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, you are not required to honor any restrictive legend placed on checks I write unless you have agreed in writing to the restrictions. If I cash or deposit an item or write a check with such notation, I agree that 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.
12. 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.
13. In processing items I have deposited to my account, you act only as a collecting agent and you do not assume any responsibility beyond the exercise of ordinary care. Any deposit that you accept and credit to my account is provisional and subject to your receipt of final payment. If final payment is not received, you reserve the right to charge my account for the amount of the deposit and impose a Returned Deposited Item Fee as set forth in the Schedule of Fees and Charges ("Schedule of Fees"). You are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until you actually receive the

deposited item or money. You are not liable for the negligence or default of any third party you use for the collection of items, including responsibility for lost items. I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.

14. If a deposit or other credit is made in error to my account that I am not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), I understand that you may debit my account for the amount of the erroneous deposit, and may do so without notice to me, regardless of when the original deposit took place. If I withdraw any or all of the funds erroneously deposited or credited to my account, I agree that I am obligated to reimburse you for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the Schedule of Fees.
15. You may pay a check bearing any form of facsimile or computer-generated signature. If I use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, I will be solely responsible for any check bearing a similar signature, regardless of my negligence or whether the signature was the same one I previously used.
16. Except as expressly provided otherwise in this Agreement, you will mail, send electronically, or otherwise make available to me statements for my account, notices and other information regarding my account (collectively "account-related information") to the postal or electronic address of the owner as reflected in your records for my account. If there is more than one owner on my account, you may send account - related information to any one of them.
 - If my account is in a combined statement, my statement will be sent to the address associated with the First500 Savings Account in the combined statement.
 - Mailed account-related information will be deemed to have been delivered the second business day following the day account-related information was mailed.
 - Account-related information made available electronically will be deemed to have been delivered when you make it available to me.
17. I will exercise reasonable care and promptness in examining my statements and must **promptly** notify you of and reimburse you for any erroneous credit to my account. Within thirty (30) days after you mail or otherwise make statements available to me, I must notify you of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Services Agreement and Disclosure included at Part V of this Agreement will apply). For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by me, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by me. However, if I provided someone authorization to transact on my account, any transaction by that person is considered authorized even if he or she exceeded any authority I provided. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized transaction 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. 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 transaction 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.
18. Unless otherwise prohibited by the laws governing my account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, you may classify my account as "inactive." This means you may discontinue sending and may destroy account-related information sent to me until I provide a valid postal or electronic address to you.

19. Any written notice I give to you is effective when it is actually received by you. Any written notice you give to me is effective on the date you deposit such notice in the U.S. Mail, postage prepaid, and addressed to me at my statement mailing address, or, if I have agreed to receive notices from you in an electronic format, any notice you give to me is effective on the date you make the notice available to me in electronic format. Notice to any one account owner is considered notice to all owners of the account.
20. You agree to investigate any transaction I have reported to you as unauthorized (a "claim of unauthorized transaction").

I agree to:

- Submit my claim of unauthorized transaction in writing to you by completing a declaration under penalty of perjury describing my claim of unauthorized transaction (in an affidavit form approved by you, if so requested);
- Complete and return to you any documents requested of me; and
- In all respects, cooperate fully with you in your investigation of my claim of unauthorized transaction.

You reserve the right to reverse any credit made to my account if I fail to sign such documents, cooperate fully with your investigation of my claim of unauthorized transaction or your efforts to recover funds related to my claim of unauthorized transaction or if you determine that the transaction that gave rise to my claim of unauthorized transaction was proper.

21. You or I may close any of my account(s) at any time. If an account is closed, you may send the collected balance on deposit in my account by regular mail to my most recent address shown on your records. 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. Items presented for payment after the account is closed may be dishonored. You may require me to close my account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving my account; (3) there is a dispute as to the ownership of the funds in my account; (4) any checks are lost or stolen; or (5) you deem it necessary in order to prevent a loss to you.
22. If there is a dispute between any person and/or private or government organization over my account or the funds in any of my accounts, or you are uncertain who is entitled to access an account or the funds in any of my accounts, including, but not limited to, disputes between or relating to joint owners, payees, authorized parties, trust account beneficiaries, trust account trustees, or a payable on death account, I agree that you may, without liability to me and in your sole and absolute discretion, take one or more of the following actions:
(1) restrict the account and deny access to all until such time as the conflicting claims are resolved to your satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict access to the account until your receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing you to distribute the funds. You may charge my account for expenses (including attorneys' fees and expenses) and fees you incur. In addition, if you receive written notice from any account owner that withdrawals in accordance with the terms of the account should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after you have had a reasonable opportunity to act thereon.
23. 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 detriment, or to the detriment of any other accountholder. "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.

24. In order for you to service my account or to collect any amounts I owe, I agree that you and your service providers may from time to time make calls and/or send text messages to me at any telephone number(s) associated with my account, including wireless telephone numbers that could result in charges to me. The manner in which these calls or text messages are made to me may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. I further agree that, in order for you to service my account or to collect any amounts I owe, you may send e-mails to me at any e-mail address I provide to you. I may revoke this consent at any time by notifying you through reasonable means, including notifying you in writing at First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078.
25. 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 applicable law, you have the right to restrict access to 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 any and all claims, actions, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or related to any action or inaction related to the matters described in this paragraph.
26. 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, the Account Signature Card, or any Term Savings (Certificate) Account Agreement and Disclosure will 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.
27. I understand and agree that Individual, Joint, 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.
28. You may rely solely on your records to determine the form of ownership of my account. You may presume that any person named in addition to me in your records for my account owns the funds in my account with me as a joint owner, unless your records indicate that the person has some other relationship to the account. Ownership for all accounts will 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).
29. 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 any branch location, through the online banking service, or by sending a written and signed notice to FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078. In the event that I fail to do this, any locator service fees paid to a person or business normally engaged in providing such service and incurred in determining my address may be charged to my account. An administrative hold may also be placed on my account if mail is returned to you.
30. 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 of the obligation 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.
31. All noncash payments will be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks or other

items I deposit may be delayed for several days. I will be notified if my right to withdraw funds will be delayed. I will refer to the Credit Union's Funds Availability Policy for further details.

32. 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.
33. All accounts are subject to your current Schedule of Fees, which accompanies this Agreement and is incorporated by this reference. You will 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 in my checking and savings accounts, the funds available on a Personal Line of Credit account may be used to pay service charges or fees. If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
34. If I do not conduct a transaction on my account (i.e., a withdrawal, deposit, or transfer to or from my account, other than an automated transaction) for twenty-four (24) consecutive months, you may classify it as an "inactive" account. Once I initiate a transaction, either in person or in writing, you will reactivate my account. If my account is maintained in California, you will consider the account "inactive" after three (3) consecutive years of inactivity. You will notify me in writing at my last known address if my account is classified as "inactive" action is taken against the account. You may charge an Escheat Notice Fee according to your Schedule of Fees.
35. State law establishes procedures under which unclaimed property must be surrendered to the state. In the State of California, funds in my account are considered unclaimed if a period of three (3) years has elapsed since the last time I:
 - (a) Increased or decreased the amount of 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
 - (b) Corresponded in writing or electronically with you concerning the funds on deposit; or
 - (c) Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

To the extent that another state's laws related to inactive accounts apply, we will apply such other state's laws.

The funds in my deposit account will not be surrendered to the state, however, if, during the previous three (3) years, I have owned another deposit account (or individual retirement or similar account) with you and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, I have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to funds in the deposit account that would otherwise be surrendered to the state, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing me a notice regarding my unclaimed property as set forth in your Schedule of Fees. To recover funds turned over to the state, I must file a claim with the state. Once funds are surrendered to the state, you no longer have any liability or responsibility with respect to the funds.

36. Your relationship with me concerning my account is that of debtor and creditor; no fiduciary, quasi - fiduciary, or special relationship exists between me and you.
37. I may obtain non-cash withdrawals at a Branch for any amount exceeding \$1.00. Cash withdrawals made in-person at a Branch are limited to \$500 a day if my total balance of savings and loans is under \$1,000, \$1,500 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. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts. If the withdrawal is to be made in-person in cash, the maximum daily limit for cash withdrawals is \$5,000. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of my choice. You may require up to seven (7) business days advance notice so that you may order the cash from your vault. I understand and agree that I will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with my request (e.g., cash delivery charges). In addition, I may be asked to sign a form releasing you from any liability.

38. I understand that if I make a check payable from my Credit Union account to a non-member payee or obtain a Credit Union Cashier's check payable to a non-member payee, the Credit Union reserves the right to limit the amount of cash proceeds it provides to the non-member payee to \$2,500 a day.
39. I understand and agree that you must comply if you are served with any facially valid notice of garnishment or of attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to my account that you know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. I authorize you not to contest any such facially valid notice of legal process and understand that you are under no obligation to notify me of the legal process unless required by applicable law and will not notify me if prohibited by law. I understand and agree that if a facially valid subpoena or legal process requires you to release information about an owner and/or signer on an account, you must comply with such request and the information released pursuant to such legal process may include information about other owners and/or signers on the account, even if their information was not expressly requested by the subpoena or legal process. Any fees or expenses (including attorneys' fees and expenses) you incur in responding to any such legal process may be charged against any account I maintain with you.
40. 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 period required by law. I agree to pay applicable fees as listed in your Schedule of Fees for those copies.
41. I understand and agree that I am not permitted to place a stop payment on a cashier's check unless the cashier's check is lost, stolen or destroyed. In the event that a cashier's check is lost, stolen or destroyed, in order to effectuate a stop payment, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement form ("Declaration of Loss") 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 is not immediately enforceable upon my submission. Specifically, I understand and agree that, pursuant to the California Uniform Commercial Code, you will not process my stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to you by me, or (2) the 90th day following the date of the cashier's check. You may, however, in your sole and absolute discretion, process my stop payment request sooner. I agree to defend, indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to your attempt to, or stopping payment on, such cashier's check.
42. 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.

43. It is my responsibility to protect the account numbers and electronic access devices (e.g., a debit card) you provide me for my account(s). I agree not to disclose my account number(s) to anyone unless I am willing to give them full use of my money. If I disclose my account number(s) or provide my access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, I am liable for the transfers unless you have been notified that transfers by that person are no longer authorized. My account number can also be used to electronically withdraw money from my account. For example, if I provide my account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from my account.
44. To join your Credit Union, in addition to providing you with my name, residential address, phone number and date of birth, you may require me to provide you with current government-issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). You will further require me to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether I am currently subject to backup withholding and whether I am a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by me for the account or otherwise notifies you, my account may become subject to backup withholding, which will require you to withhold and pay a portion of the dividends or other payment to the IRS.

Upon the death of the primary owner, you must be provided with the estate's or successor's TIN or you may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that has been earned on the account since the date of the death.

45. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
46. You may, without prior notice and when permitted by law, exercise your right of offset against any of the funds in any of my accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that I owe you, now or in the future, by any of us having the right of withdrawal.

This right of offset does not apply if prohibited by law. For example, you will not exercise your right of offset: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect your rights under any consensual security interest). You will not be liable for the dishonor of any check when the dishonor occurs because you offset a debt against my account. I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of your right of offset.

You will also have the right to place an administrative hold on such funds pending offset. You may apply all funds in a joint account to satisfy a debt owed to you by any one or more of the joint owners. In addition, you may, after the death of any account owner, setoff against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death. 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 my account to the maximum extent permitted by applicable state and federal law.

47. If I qualify for the service, I may conduct transactions on my Credit Union account(s) at CO-OP Shared Branching locations. All transactions conducted at a CO-OP Shared Branching location are subject to CO-OP's operating procedures, policies, and fees. Funds deposited at CO-OP Shared Branching locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union proprietary branch; I will refer to your Funds Availability Policy. Check holds cannot be removed by CO-OP Shared Branching personnel. Transactions at CO-OP Shared Branching locations are subject to this Agreement and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching locations may be subject to a fee(s) charged by the Shared Branch Outlet.
48. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement or by law with respect to my account must be commenced within one (1) year after the cause of action accrues.
49. I agree to indemnify, defend and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees), which you incur by acting in accordance with this Agreement or as a result of my failure to abide by its terms.
50. 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 will not be applied if that would result in the application of non-California law.
51. If I choose to appoint an attorney-in-fact or agent to act on my behalf, pursuant to a power-of-attorney("POA"), you may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under California law and the form of appointment must be acceptable to you. In accordance with the terms of the POA, the attorney-in-fact or agent I designate to act on my behalf will be authorized to transact business on my account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, you reserve the right to contact me as the principal under the POA to verify my intent, prior to acting under the authority of the POA. I further agree that unless prohibited by law, you may refuse, with or without cause, to accept or otherwise act under a POA, which I grant to others.

If you choose to accept the POA, I understand and agree that you may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until you have received written notification thereof. I agree to indemnify and hold you harmless for any claims that may arise against you because of your reliance on a POA.

You are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless you have written notice provided in accordance with applicable law that I, as the principal under the POA am deceased, have revoked the powers of the attorney-in-fact or agent, or I am adjudicated totally or partially incapacitated by a court of competent jurisdiction, and you have had time to act on that notice.

52. I agree to pay your costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on you by me or any item I deposit with you that causes you to incur a loss.
53. I agree that my telephone and electronic communications with you may be monitored and recorded to improve member service and security, and for such other purposes as disclosed in your privacy policies or other disclosures provided to me.
54. I understand that I may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information I share or information discernible from such use or sharing; and the use of such information by you does not violate my privacy or other rights.
55. **I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE**

DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER I HAVE ADVISED YOU OF THE POSSIBILITY THAT I MAY INCUR SUCH DAMAGES.

ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION:

These rules apply to my deposit accounts depending on the form of ownership and beneficiary designation, if any, specified on the account records. You reserve the right to refuse some forms of ownership on any or all of my accounts. You may also refuse to open an account for any reason. You make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom you pay the account funds. I may open an account either by myself, referred to as an "individual account," or with another person or persons, referred to as a "multiple-party account" or a "joint account." For purposes of this Agreement, you will use the term "joint account."

1. **Individual Account.** An individual account is an account owned by me alone, which I as the account owner use during my lifetime.
2. **Joint Account.** A joint account is an account owned by two or more persons. All joint owners 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 will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). 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.

Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs an Account Signature Card, agrees to the terms, responsibilities and accompanying liabilities of this Agreement. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Unless otherwise agreed in writing between me and you, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to you for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Overdraft Service; and (6) to close the account, with the disbursement of account proceeds as instructed by the joint owner. While any owner may change, add or close a joint account and/or a service acting alone, you may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that you have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. If any owner owes you money for any reason, you may enforce your right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

3. **Payable-on-Death Designation.** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to you to the extent of any outstanding matured or unmatured debts owed to you by me, and second, to my designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by me or any joint account owner, and second, to one or more POD payees then surviving in equal and undivided shares. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD

designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation.

The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. I understand that it is my responsibility (and not yours) to inform any person or organization that he, she or it is a POD beneficiary on my account(s). If a POD beneficiary on the account dies before me, it is my responsibility to notify you and change the account accordingly.

4. Rights at Death.

- **Individual Account Without Payable-on-Death Designation.** Upon my death, the funds in the account will go to my estate and can be claimed by my legal representative or claimant subject to the terms of this Agreement. I understand that it is my responsibility (and not yours) to inform my legal representative(s) about my account(s) with you.
- **Individual Account With Payable-on-Death Designation.** Upon my death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of my death and the POD beneficiary's identification. If I designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.
- **Joint Account Without Payable-on-Death Designation.** When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. I understand that it is my responsibility (and not yours) to inform my legal representative(s) about my account(s) with you.
- **Joint Account With Payable-on-Death Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification. If I designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

TERMS AND CONDITIONS APPLICABLE TO ALL TRUST ACCOUNTS:

1. I may open an account to hold the funds of my trust and be named as trustee on your Trustee's Account Agreement signature card. A person named as a trustee on the Trustee's Account Agreement has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may change, add or close the account and/or a service, and that his or her signature on the Trustee's Account Agreement or continued use of an account or service confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add or close the account and/or a service acting alone, you may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that you have no duty to notify the trustees of the account of any transaction, change, addition or closure of an account or service by any trustee acting alone.
2. You may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
3. You are not required to know, understand, interpret or enforce the terms of my written trust instrument.
4. I acknowledge that the account is governed by the applicable terms and conditions set forth in this

Agreement and by the terms and conditions set forth in the Trustee's Account Agreement that I will be asked to sign when the account is opened.

- Trust accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL CALIFORNIA UNIFORM TRANSFERS TO MINORS ACT ACCOUNTS:

- The transferor/custodian is opening an account as custodian for the minor named on the Transfers to Minors Signature Card ("Signature Card") under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the Signature Card, which transfer will 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 California Uniform Transfers to Minors Act now in effect or hereinafter amended.
- I acknowledge that by signing the Signature Card, I have received the funds deposited to the account as custodian for the minor named therein under the California Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions of the Signature Card. I acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the California Uniform Transfers to Minors Act. I also acknowledge and agree that you have no duty whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit.
- For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
- The successor custodian named on the Signature Card will serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
- As custodian, I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) you may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by me in handling or dealing with the account.
- I acknowledge and agree that upon the minor reaching the age of majority, or other age stipulated in any applicable court order, I am responsible for transferring the funds in the account to the minor or the minor's estate. I agree to indemnify and hold you harmless for any failure to transfer the funds in the account to the minor or the minor's estate upon the minor reaching the age of majority.
- Custodial accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

- Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as an executor, administrator, conservator, or guardian under court orders. 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 will continue in force until written notice to the contrary is received by you.
- Funds in a fiduciary account may not be pledged as security for any loan(s).
- If the account is opened as a court-ordered blocked account, I understand and agree that I will file with the court appropriate documentation confirming an agreement with you that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.
- Fiduciary accounts are not subject to the Multiple Party Accounts Law.

ABOUT OUR SAVINGS ACCOUNTS:

First Entertainment Credit Union's Savings Accounts let me deposit my money in a savings account and withdraw my money at any time (with the exception of Individual Retirement Accounts, and Term Savings (Certificate) Accounts). Your savings accounts are First500 Savings Accounts, Secondary Savings Accounts, Money Market Savings Accounts, Term Savings (Certificate) Accounts, and Individual Retirement Accounts.

1. **Rate Information.** Dividend rates and annual percentage yields may change at any time as determined by the Credit Union Board of Directors.

TERMS AND CONDITIONS APPLICABLE TO FIRST500 SAVINGS ACCOUNTS:

1. A First500 Savings Account is your primary savings account which is required to be established by every member. The minimum deposit required to open a First500 Savings Account is \$1 (the purchase of one share at par value of \$1). I must maintain a minimum balance of \$1 in the account to retain my account in an active status.
2. My First500 Savings Account will be subject to a Monthly Service Fee as set forth in the Schedule of Fees except in the following circumstances:
 - (a) My account has been open less than 12 months; or
 - (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, Term Savings (Certificate), IRA, any loan, Personal Line of Credit or VISA Credit Card with you.

This Monthly Service Fee will be assessed against the First500 Savings Account on the last day of the month and will be reflected on my next regular periodic statement.

3. I must maintain a minimum daily balance of at least \$1 in my First500 Savings Account each day to obtain the disclosed APY. No dividends will be paid on balances below \$1.
4. Dividends are paid on a tiered rate structure that provides dividend rates and 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. Current rates can be found at www.firstent.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. Funds in a First500 Savings Account may be pledged as security for a loan.
7. This account may serve as an overdraft protection source for my checking account.
8. To qualify for the tiered rate, all of the following requirements must be met:
 - (a) I must receive my monthly or quarterly periodic 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 Bill Pay 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 a Secondary Savings Account.
2. There are no monthly service fees for this account.
3. There is no minimum daily balance required to obtain the disclosed APY.
4. Funds in a Secondary Savings Account may be pledged as security for a loan.

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum balance 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.

This is a tiered-rate account. The minimum balance requirements for each tier and the corresponding dividend rates and APYs are set forth on the Dividend Rate Sheet. I must maintain a minimum daily balance each day of \$2,500 in my account to earn the lowest disclosed APY. If the balance in my account at the end of any day is less than \$2,500, I understand that my account will not earn dividends for that day. If the daily balance in my account is less than \$2,500 for a period of thirty (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. This account may serve as an overdraft protection source for my checking account.
5. This account does not have check privileges.
6. Funds in a Money Market Account may not be pledged 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 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 when I open this type of account.

This is a tiered-rate account. The minimum balance requirements for each tier and the corresponding dividend rates and APYs are set forth on the Dividend Rate Sheet. The Credit Union reserves the right to change the tiered-rate structure at any time at the sole discretion of the Board of Directors.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:

1. The minimum deposit required to open a Traditional or Roth IRA Certificate Account or a Coverdell Educational Savings Certificate Account is \$1,000. I must maintain a minimum daily balance of at least \$1,000 to obtain the APY. Additional deposits are generally permitted to contributory IRAs only, although additional deposits are also permitted to non-contributory IRAs during the maturity grace period.
2. There are no minimum deposits required to open an IRA Savings Account and no minimum balance required to earn the disclosed APY.
3. Funds in an IRA cannot be pledged as security for any loan(s).
4. IRA Accounts cannot 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 as well as the terms and conditions set forth in my Term Savings (Certificate) Account Agreement (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 when I open this type of account. An IRA Annual Maintenance Fee applies to all IRAs, and is set forth in my Schedule of Fees.
7. Funds in an IRA will be considered abandoned and will be turned over to the state ("escheated") where my account is maintained 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.

TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNTS:

First Entertainment Credit Union offers an array of checking accounts that let me withdraw my money and write checks against my account at any time. Specific disclosure information for each type of checking account is given below, with general disclosures applicable to all checking accounts following.

TERMS AND CONDITIONS APPLICABLE TO VALUE CHECKING ACCOUNTS:

1. A monthly service fee applies to this account, as set forth in the Schedule of Fees. The monthly service fee will be waived each month that I maintain enrollment in your account eStatement program.
2. Dividends are not paid on this account.

TERMS AND CONDITIONS APPLICABLE TO YOUTH CHECKING ACCOUNTS:

1. Youth Checking Accounts are offered to eligible members between the ages of ten (10) and seventeen (17).
2. For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification. A parent or legal guardian must be a joint owner on the account for as long as it is open. The joint owner must qualify for and maintain in good standing a separate Advantage or Value Checking Account in his or her own right.

The parent/legal guardian understands and agrees that he/she is responsible and legally liable for any and all transactions on the Youth Checking Account for as long as it is open, even after the minor reaches the age of eighteen (18). Parent/legal guardian expressly authorizes First Entertainment Credit Union to issue a Visa Debit Card to the minor, who is age ten (10) or older, in connection with opening a Youth Checking Account.

Without limitation to the foregoing, parent/legal guardian understands and agrees that he/she is responsible and legally liable for: (1) any withdrawals on the Youth Checking Account made by the minor by ATM, online banking, or otherwise; (2) any overdrafts or negative balance on the Youth Checking Account created by the minor by whatever means; and (3) any claims by third parties upon the Youth Checking Account, the Youth Checking Account funds, and/or any other matter related to Youth Checking Account transactions(s) by the minor. Parent/legal guardian warrants and represents that, should it be necessary to fulfill the foregoing responsibilities, parent/legal guardian has funds available in other checking or savings accounts with First Entertainment Credit Union.

3. Access to a Youth Checking Account is by check or Visa Debit Card. Visa Debit Cards will be issued only to a minor who is age ten (10) or older. A Visa Debit Card issued on a Youth Checking Account will be issued in the minor's name. There are unlimited check writing privileges.
4. Overdraft protection (such as linking to a savings account or a Personal Line of Credit) and our Overdraft Service are not available on Youth Checking Accounts. Any items returned unpaid because of insufficient funds in the Youth Checking Account will be subject to nonsufficient fund fees (NSF), as set forth in the Schedule of Fees. Each joint account owner is jointly and severally responsible for paying any overdrafts created by the other account owner(s), whether or not the joint account owner participated in the transaction or benefitted from its proceeds.
5. The minimum deposit required to open this account is \$1.00.
6. There is no monthly service fee for this account.
7. Dividends are not paid on this account.

TERMS AND CONDITIONS APPLICABLE TO ADVANTAGE CHECKING ACCOUNTS:

1. A monthly service fee applies to this account, as set forth in the Schedule of Fees.
2. The monthly service fee will be waived if I 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. 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 APY.

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. You may, at your discretion, but are not obligated to, nor will you be liable for, refuse 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 issue dates.

2. You may pay and charge to my applicable account checks or other debit items ("items") 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 will be the same as if it were a check drawn and signed by me personally. This authority will 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 will be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, you will be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to me of any kind.
3. I, or any joint owner on the account, may request a 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 request a stop payment through your online banking system, or I may ask you orally. My stop payment request must include the account number, check number, exact amount, check date and name of payee. This information must be exact because stop payment orders are processed using automated means. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in your Schedule of Fees. If I make a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will 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 order is in effect. You are not obligated to notify me when a stop payment order will or has expired. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. I should be aware that anyone holding the item may be entitled to enforce payment against me despite the stop-payment order. I agree to indemnify, defend, and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to your action in stopping payment of any check pursuant to my request.

You are not liable if you pay a check which I have requested you to stop payment on as long as you act in good faith and exercise ordinary care. In any event, any damages that you might otherwise be liable for shall not exceed the amount of the involved check. If you do pay a check for which I have requested stop payment and as a result any other item is returned unpaid by you due to nonsufficient funds, you are not liable for any consequences resulting from such action.
4. My death or incompetence will 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 a reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death 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 will notify you if any of us die or become incapacitated.
5. In the event of wrongful dishonor which occurs by mistake, your liability will be limited to actual damages I prove.
6. You are neither given notice, nor otherwise affected by, a restrictive endorsement of any person or entity except your immediate transferor.
7. 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.
8. 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 will be liable) and endorsement of checks payable to any owner 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.
9. Funds in checking accounts may not be pledged by any owner(s) as security for any loan(s).

10. I will notify you immediately at (888) 800-3328 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.
11. I acknowledge that you do not sell checks. As a convenience to me, you will submit my initial check order and any reorders for personalized checks ordered through you to your approved check vendor. If the vendor accepts the initial order and any reorders, the check vendor 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 checks ordered through you, plus applicable sales tax and shipping costs as set forth in the Schedule of Fees. I am responsible for verifying the accuracy of all information appearing on my checks whether I order them through you or elsewhere. I agree to imprint only those names of authorized owners on my checks.
12. You may provide me with temporary checks that include the exact 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.
13. Paid checks remain the property of the Credit Union upon payment and are not returned to the account owner(s) with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. I may request and you will provide me with a copy of a requested item within a reasonable time. Imaged checks are also available on your online banking system. If I have not ordered my First Entertainment 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. If at any time I should use checks printed by a check vendor that was not approved by you, you reserve the right to reject any check of poor quality.
14. I authorize you to accept and pay any check without regard to the date of the check. I understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, you are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). I agree that you are not required to identify post-dated or stale-dated checks or seek my permission to pay them. You may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on my account without any liability.
15. All checks written on my account must be drawn in U.S. dollars.
16. Your measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
17. Checking accounts with no activity for three hundred sixty-five (365) consecutive days or more will be considered inactive and may be closed by the Credit Union.

PART III: LIABILITY FOR OVERDRAFTS

GENERAL. I am responsible for keeping track of the funds in my account that are available for me to use before I write a check, make a cash withdrawal at an ATM, or use my debit card for a transaction. Among other things, I should keep a running balance that reflects all of my transactions. I understand that it is imperative that I keep track of the transactions I may have authorized (such as outstanding checks or automatic bill payments I have authorized), as my available balance (discussed in more detail below) will not reflect these transactions until they are paid from my account.

"Overdrawing" my account means that there are not sufficient available funds in my account to pay for a transaction, but you pay it anyway under either our Overdraft Transfer Protection Service or Overdraft Service. Some transactions that can result in an overdraft in my checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under your Bill Payment Service, or other withdrawal requests I authorized; (2) the return (unpaid) of items I deposited; (3) the assessment of service charges by you; or (4) the deposit of items that are treated as not yet "available" according to your Funds Availability Policy.

PAYMENT OF OVERDRAFTS. You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. If you pay a transaction that

overdraws my account, you are not obligated to continue paying such transactions in the future. You may pay all, some, or none of my overdrafts, without notice to me. I am liable to you to repay any overdrafts on my account whether I created them or not. If I do not pay you, and you take collection action against me, I agree to pay for your costs of collection. You may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

You assess a fee for each item that you either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had you paid it. If you pay an item in accordance with your Overdraft Service (described in more detail below), you will charge an Overdraft Service Fee as set forth in the Schedule of Fees. If you return an item, you will charge a Non-sufficient Funds (NSF) Fee as set forth in the Schedule of Fees each time an item is presented for payment and returned unpaid due to insufficient available funds. I will refer to the Schedule of Fees for a listing of fees, which is updated periodically.

You limit the number of NSF and Overdraft Service Fees you charge in a business day. If my ending account balance is overdrawn, you will not charge a fee for any transaction that is \$5 or less. The maximum number of overdrafts due to insufficient or unavailable funds that will be subject to overdraft charges in one day is six (6), this is not including overdraft transfers. You will charge a Daily Negative Balance Fee as set forth in the Schedule of Fees if my checking account remains overdrawn for more than three (3) consecutive days, beginning on the fourth (4th) calendar day up to a maximum of fourteen (14) consecutive days.

You recommend that I apply for in one of the optional overdraft protection plans described below. These plans can help me avoid overdrafts and returned items. While fees apply when I use an optional overdraft protection plan, the fees under the plan are less expensive than NSF and Overdraft Service Fees. I will refer to the "Optional Overdraft Transfer Protection Plans" section below for more information.

MY CHECKING ACCOUNT BALANCE. My checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when I review my account online, at a Credit Union -owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that I know how much money is in my account at any given time. This section explains actual and available balances and how they work.

My actual balance is the amount of money that is actually in my account at any given time, but not all funds included in the actual balance are considered available for transactions on my account. The actual balance is also referred to as: (a) my "current balance" on Credit Union ATM screens and in Mobile Banking; and (b) my "balance" in Digital Banking. My actual balance reflects transactions that have posted to my account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under your Funds Availability Policy. While the term "actual" may sound as though the number I see is an up-to-date indication of what is in my account that I can spend, that is not always the case. My actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on my account that have not yet posted. For example, if I have a \$50 actual balance, but I just wrote a check for \$40, then my actual balance is \$50 but it does not reflect the pending check transaction. So at that point, I have an actual balance of \$50, but I have already spent \$40.

My available balance is the amount of money in my account that is available to me to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to my account. For example, assume I have an actual balance of \$50 and an available balance of \$50. If I were to use my debit card at a restaurant to buy lunch for \$20, then that merchant could ask you to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, you will place a "hold" on my account for \$20 (referred to as an "authorization hold"). My actual balance would still be \$50 because this transaction has not yet posted, but my available balance would be \$30 because of the restaurant's preauthorization request that resulted in an authorization hold on \$20 in my account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), you will post the transaction to my account and my actual balance will be reduced by the amount of the posted transaction and hold will be removed.

You use my available balance at the time a transaction posts to determine when my account is overdrawn. For debit card transactions involving merchant authorization holds, you look at the available balance at the time a transaction posts to determine whether the transaction results in an overdraft and potential related fees. In making this determination, you check my available balance at two separate times—first, at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to my account. If my

available balance is insufficient to pay the preauthorization amount requested by a merchant, you will decline the request. If my available balance is sufficient to cover a merchant's authorization request, the authorization request will be approved and an authorization hold will be placed on my account in the amount of the merchant's authorization request. If the transaction later "settles" and posts to my account at a time when the available balance is insufficient to pay the posted transaction without causing the account to have a negative balance (less than \$0), you will charge an Overdraft Service Fee on that transaction even though the available balance was sufficient to cover it at the time the transaction was authorized. My account is considered overdrawn when the available balance in my account at the time a transaction posts is negative (less than \$0).

The following example illustrates how this works:

Assume my actual and available balances are both \$50, and I use my debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in my account, so my available balance is only \$30. My actual balance would remain \$50. Before the restaurant charge is sent to you for payment, a check that I wrote for \$40 clears. Because my available balance is only \$30 (due to the authorization hold of \$20), my account will be overdrawn by \$10, even though my actual balance is \$50. In this case, you may pay the \$40 check, but I will be charged an Overdraft Service Fee. That fee will be deducted from my account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to you for payment, you will release the authorization hold and pay the transaction amount (which may be \$20 or even a different amount, for example, if I added a tip) to the restaurant. Because the amount of the restaurant charge exceeded my available balance at the time the restaurant charge "settled" (i.e., posted to my account), you will charge me an Overdraft Service Fee, even though the restaurant transaction was authorized and approved with a sufficient available balance.

My account is considered overdrawn when the available balance in my account is negative (less than \$0). **I ACKNOWLEDGE THAT I MAY STILL OVERDRAW MY ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT I WANT TO MAKE.** This is because my available balance may not reflect all my outstanding checks, automatic bill payments that I have authorized, or other outstanding transactions that have not yet been paid from my account. In the example above, the outstanding check will not be reflected in my available balance until it is presented to you and paid from my account.

In addition, my available balance may not reflect all of my debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by you and paid from my account. I will refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect my available balance.

Finally, my available balance may not reflect the most recent deposits to my account. I will refer to your Funds Availability Policy for information regarding the availability for withdrawal of my deposits.

A transaction can still result in an overdraft or NSF transaction even if it posts on the same day as a deposit to my account that is sufficient in amount to cover the transaction, if the deposit posts after the transaction has already posted and resulted in an overdraft fee or NSF fee or if the deposited funds are subject to a hold (please see your funds availability disclosure for information regarding holds on deposits). I acknowledge that it is my responsibility to deposit funds that are available to cover all of my transactions within sufficient time to pay such transactions.

HOW TRANSACTIONS ARE POSTED TO MY ACCOUNT. There are basically two types of transactions in my account: credits or deposits of money into my account, and debits or payments out of my account. It is important to understand how each is applied to my account so that I know how much money I have and how much is available to me at any given time. This section explains generally how and when you post transactions to my account.

Credits. Most deposits are credited to my account when you receive them. For some checks I deposit, only \$225 will be made available at the time of deposit; the balance will be available one (1) business day later. There may be extended holds on checks over \$5,525. Thus, my

available balance may not reflect the most recent deposits to my account. For details on the availability for withdrawal of my deposits, I will refer to your Funds Availability Policy.

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. I acknowledge that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When I write a check, it is processed through the Federal Reserve system. You receive data files of cashed checks from the Federal Reserve each day. The checks drawn on my account are compiled from these data files and paid each day. You process the payments from low to high dollar value.
- **ACH Payments.** You receive multiple data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays I have signed up for. Each day, ACH transactions for my account are grouped together and paid in low to high dollar value.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where I use my debit card and I enter my PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from my account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where I make a purchase with my debit card and I do not enter my PIN but I am instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, you generally place a temporary hold against the available funds in my account. I will refer to the section below entitled "Authorization Holds for Debit Card Transactions" for additional information regarding such holds. At some point after I sign for the transaction, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after I signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to my account as they are received.

The foregoing is a general description of how certain types of transactions are posted. These practices may change and you reserve the right to pay items in any order you choose as permitted by law.

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS. When I use my debit card to pay for goods or services, the merchant may seek preauthorization from you for the transaction. When you preauthorize the transaction, you commit to make the requested funds available when the transaction finally posts and as such, you generally place a temporary hold against some or all of the funds in the account linked to my debit card, based on the amount of the preauthorization request from the merchant. You refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from my available balance as authorization requests are received by you throughout each day. Until the transaction finally settles or you otherwise remove the hold (for example, you may remove the hold because it exceeds the time permitted, as discussed below, or you determine that it is unlikely to be processed), the funds subject to the hold will not be available to me for other purposes. At some point after I sign for the transaction, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after I signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to my account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where my debit card is swiped before my actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, I may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases, you may not receive an authorization request from the merchant, and there will be no authorization hold reflected in my available balance. You cannot control how much a merchant asks you to authorize, or when a merchant submits a transaction for payment.

You are permitted to place an authorization hold on my account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from my account. However, if the transaction is not submitted for payment, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant

and finally posted to my account. If this happens, you must honor the prior authorization and will pay the transaction from my account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you may maintain the authorization hold even after the purchase amount is actually paid from my account. However, in these instances, you will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

NSF TRANSACTIONS: You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. If you do not authorize and pay an overdraft, then you decline or return the transaction or item unpaid and charge a related NSF Fee. I am responsible for ensuring that my account includes sufficient available funds to pay the transactions I initiate or authorize when they are processed for payment from my account, and I also acknowledge that the timing of when merchants or payees submit transactions to you for payment may vary.

If my account does not have sufficient available funds when a transaction or item is presented to you for payment and, as a result, returned unpaid, the merchant or payee of my transaction or item may choose to resubmit the same transaction, and may do so multiple times; this may also occur when I initiate transfers and payments through Digital Banking services and my account lacks sufficient available funds at the time the transaction is scheduled to occur, as you may decline the transaction, charge a NSF Fee, and then resubmit the same transaction at a later time in an attempt to process my requested transaction]. In the event a transaction or item is resubmitted for payment at a time when my account lacks sufficient available funds to pay it and you decline it, you will charge a related NSF Fee for each such resubmitted item each time that same transaction is returned unpaid or an Overdraft Service Fee if a resubmitted item is paid when my account lacks sufficient available funds to pay it.

OPTIONAL OVERDRAFT TRANSFER PROTECTION PLANS. You offer optional overdraft protection plans that I may apply for, such as a Personal Line of Credit loan account where my line of credit is used for overdraft protection, and an Overdraft Transfer Protection Service where funds from a linked savings account are used for overdraft protection. If I qualify for these optional services, you will look first to these services for overdraft protection before applying your discretionary Overdraft Service when my account is overdrawn. A Personal Line of Credit and the Overdraft Protection Service plan may save me money on the total fees I pay you for overdraft protection.

- **Transfer from Personal Line of Credit.** This is a revolving line of credit, which is available to members meeting certain credit requirements. With this plan, I authorize you to automatically advance the exact amount of my overdraft from my Personal Line of Credit (linked to my checking account) to cover my overdraft, up to my credit limit. I must repay what I have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges and annual fees). I won't be able to keep withdrawing from the Personal Line of Credit if delinquent on payments. If I am approved for a Personal Line of Credit, I will be provided with your Personal Line of Credit Agreement and Federal Disclosure Statement, which contains the terms and conditions applicable to the Personal Line of Credit.
- **Overdraft Protection Transfer Service.** With this service, I authorize you to make transfers of available funds automatically from a savings account I designate to cover overdrafts in my checking account, if the linked savings account has sufficient available funds. Transfers from my savings account are made in increments of \$100 or what is available in the account. I must request to enroll in this service.

Overdrafts paid by the Overdraft Protection Transfer Service are subject to a per-item Overdraft Protection Transfer from Savings Fee as set forth in the Schedule of Fees.

If I do not have sufficient available credit on my Personal Line of Credit or the funds in my regular savings account are not sufficient to pay the overdraft on my checking account, then I understand that the overdraft may be paid by your Overdraft Service, subject to the terms and conditions of the Overdraft Service Agreement below, if I am eligible for the Overdraft Service. If not, then the item causing the overdraft will be returned or the transaction denied. If I decline to utilize any of the optional overdraft transfer protection plans and I am not eligible for your Overdraft Service, and there are insufficient funds in my checking account to pay an item, my items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned each time an item is presented for payment and returned unpaid. I will be given the opportunity to choose the order of payment when I apply for the overdraft transfer protection plans. Transfers will appear on my periodic statements for each applicable account.

LIMITS ON OVERDRAFT PROTECTION. You will not transfer more than the available account balance in a linked savings account or the available credit on a Personal Line of Credit account, even if the amount of the overdraft is more than the available amount. If the available balance in a linked savings account or the available credit on a Personal Line of Credit account is not enough to pay the transactions I have initiated on any day plus the Overdraft Protection Transfers from Savings Fee, you will transfer enough funds to pay one or more transactions, plus the fee for transfer from savings. Any transactions that are not paid by the transfer will either be paid or returned, and Overdraft Protection Transfers from Savings Fee or NSF Fees will be charged as if I did not have overdraft protection.

TERMINATION OF OPTIONAL OVERDRAFT PROTECTION PLANS. You may terminate optional overdraft protection services at any time with or without notice to me. Any owner of the checking account, any owner of a linked regular savings account used for overdraft protection, or any borrower on a Personal Line of Credit account used for overdraft protection may cancel overdraft protection in person or in writing. Cancellation will be effective after you have received notice and have had a reasonable time to act on it.

OVERDRAFT SERVICE AGREEMENT

OVERDRAFT POLICY:

In accordance with your commitment to provide valued service and benefits, you may, at your discretion, pay my overdrafts that would cause my eligible checking account to have a negative balance up to the amount of my Overdraft Service limit, which is determined by you in your sole and absolute discretion. You refer to this service as your Overdraft Service (hereinafter referred to as the "Service"). The Service is different than the Personal Line of Credit and the Overdraft Protection Service plans. The Service is a backup to my existing overdraft protection plans and will only be activated if funds are not available from those plans. This Overdraft Services Agreement sets forth the terms and conditions applicable to the Service.

WHAT OVERDRAFT TRANSACTIONS ARE COVERED?

The 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. The Service is not available for ATM transactions and one-time Visa Debit Card transactions, unless I opt-in, as described in the next section below.

OPTIONAL OVERDRAFT TRANSACTIONS:

The following types of transactions require me to "opt in" (in other words, I must provide you with my approval)

if I would like to include them in the Service:

- ATM transactions
- One-time Visa Debit Card transactions

Choosing not to "opt in" may result in these transactions being declined.

I understand and agree that you do not require me to authorize the Service for my ATM and one-time Visa Debit Card transactions as a condition of you providing the Service to me for my checks, ACH transactions or other transactions subject to this Overdraft Service Agreement. If I want the Credit Union to authorize and pay overdrafts for ATM transactions and one-time Visa Debit Card transactions, I must provide you with my consent 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; (4) logging into Digital Banking; or (5) visiting you online at www.firstent.org/overdraft.

I may revoke my authorization to have you pay my ATM transactions and one-time Visa Debit Card transactions at any time. My decision to opt in does not guarantee you will always pay my ATM transactions or one-time Visa Debit Card transactions when there are insufficient funds in my account to cover the transaction. I understand you reserve the right to pay or not pay any items at your discretion when there is not enough money in my account to cover the transaction.

You generally only charge overdraft fees for ATM and one-time debit card transactions if I "opt-in" to payment of overdrafts resulting from such transactions. Check, ACH, and recurring debit card transactions do not require an opt-in, although you reserve the right to not pay any overdraft transaction at your sole discretion. Unfortunately, sometimes merchants that I transact with may designate a one-time debit card transaction as a "recurring" debit card transaction and such transaction may result in an overdraft and related overdraft fee even if

I have not opted in to payment of one-time debit card transactions; for example, a rideshare service may designate all transactions through my use of that service as "recurring" even though each individual ride I paid for is an individual one-time transaction, which is likely in differing amounts from other transactions through the rideshare service. I acknowledge and agree that you are entitled to rely on a merchant designating a transaction as "recurring" even if each individual transaction is considered a one-time debit card transaction, as your system will rely on the merchant designation in such instances, and that you have no liability for the merchant incorrectly coding the transaction as a recurring debit card transaction.

ELIGIBILITY FOR THE SERVICE:

The Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with eligible checking accounts (unless I opt out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on me managing my checking account in a responsible manner. You reserve the right to limit the Service to one (1) account per household or member. You may suspend or permanently revoke the Service from my checking account, in your sole and absolute discretion, based on any one or more of the following criteria:

- I am not making regular deposits into my checking account;
- I do not bring my checking account to a positive balance within a fifteen (15) day period;
- I do not bring my checking account to a positive balance for at least one full business day within a thirty (30) day period;
- My membership is not in good standing;
- I am more than thirty (30) days past due or am in default in any other respect on any loan or other obligation to you;
- I have an outstanding balance due on an overdraft repayment plan;
- My checking account is subject to any legal or administrative orders or levies;
- I have insufficient credit or negative credit or negative consumer report history;
- I am a party to a bankruptcy proceeding;
- Any or all of my account(s) with you are being reviewed for improper activity or transactions;
- My checking account is classified as inactive;
- I use the Service to pay items written to check cashing agencies;
- I have an unresolved prior loss with you;
- You do not have a valid mailing or email address for me; or
- You believe I am not managing my checking account in a responsible manner which may harm me or you.

The Service is a benefit. Any payment made by you under the Service will be made on a case-by-case basis, in your sole and absolute discretion. The 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 Service is a privilege that the Credit Union provides from time to time, and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

HOW THE SERVICE IS ADMINISTERED:

If I am eligible for the Service, you will generally pay my overdraft items up to a maximum amount depending on authorization due to my financial behavior and credit score. I acknowledge and agree that you reserve the right to limit the number of checks or other items/transactions that may be paid by you through the Service during any given month. In your sole discretion, you may notify me 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, you are not required to so notify me. I also acknowledge and agree 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 sufficient funds to cover the overdraft paid by you and pay the related fees.

OVERDRAFT SERVICE FEES:

An Overdraft Service Fee will be charged to my checking account, in accordance with your Schedule of Fees, for each overdraft item over five dollars (\$5) that is authorized and paid on my checking account through the Service. This means that more than one (1) Overdraft Service Fee may be assessed against my checking account per day, depending upon the number of overdrafts authorized and paid through the Service. I will refer to the Schedule of Fees for the fee amount. I understand that my Overdraft Service Limit will be reduced by the amount of each overdraft paid by you through the Service and the amount of the related Overdraft Service Fee imposed until such amounts are repaid by me as set forth herein at which time you may replenish my Overdraft Service Limit by the amount of repayment. If you choose not to pay the item/transaction under the Service, I am subject to an NSF Fee as set forth in the Schedule of Fees. My periodic statement will itemize Overdraft Service Fees and NSF fees and other overdraft related fees for each month, as well as the year-to-date total of fees.

If the amount of a transaction presented for payment is \$5.00 or less, and it is paid pursuant to the Service, the Credit Union may not charge me an Overdraft Service Fee. The Credit Union may not charge me more than six (6) Overdraft Service Fees or NSF Fees per day.

OTHER OVERDRAFT FEES:

If my checking account remains overdrawn for more than three (3) consecutive days, you will charge me a Daily Negative Balance Fee, in accordance with your Schedule of Fees, beginning on the fourth (4th) calendar day up to a maximum of fourteen (14) consecutive days.

TRANSFERS TO COVER OVERDRAFTS:

I understand and agree that you have the right to transfer available funds to my checking account from any of my other account(s) with you (excluding IRAs and certificate accounts), including account(s) upon which I am a joint owner, in an amount equal to the overdraft and related fees.

RIGHT OF OFFSET:

In addition to any other rights you may have, I agree that 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 offset 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 Service (see below), I consent and expressly agree that the application of offset of funds in any account includes the setoff 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 to the maximum extent permitted by state and federal law. 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 Overdraft Service Agreement.

DEFAULT:

I will be in default under the terms of this Overdraft Service 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 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.

TERMINATION; SUSPENSION: You may terminate or suspend the Service at any time without prior notice. In no event will any termination relieve me of my obligation to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any. You can delay enforcing any of your rights under this Overdraft Service Agreement without losing them.

MY RIGHT TO OPT-OUT OF THE SERVICE:

If I prefer not to have the Service on my checking account, I can telephone you at (888) 800-3328, 8:00 a.m. to 6:00 p.m. Monday through Friday, 8:00 a.m. to 3:00 p.m. Saturday, or write to you at P.O. Box 100, Hollywood, CA 90078-0100 and I will include my name, account number, and a statement that I am opting out of the Credit Union's Overdraft Service and

you will remove the Service from my checking account. If I opt-out in writing, I will also include the date and my signature. If I opt-out of the Overdraft Service, I will still be charged your NSF fee for each item returned per presentment as set forth in your Schedule of Fees. If I opt out of the Overdraft Service, I understand that I may opt in again by telephoning you at (888) 800-3328, 8:00 a.m. to 6:00 p.m. Monday through Friday, 8:00 a.m. to 3:00 p.m. Saturday, or writing to you at P.O. Box 100, Hollywood, CA 90078-0100 and I will include my name, account number, and a statement that I am opting in to the Credit Union's Overdraft Service and you will add the Service to my checking account, provided that I am still eligible for the Service. I will also include the date and my signature.

OPTIONAL OVERDRAFT PROTECTION PLANS:

As discussed in more detail above, you also offer optional overdraft protection plans, such as a link to a savings account or Personal Line of Credit loan account, which may be less expensive than your Overdraft Service. To learn more, I can ask you about these plans.

The best way to know how much money I have and avoid paying overdraft fees is to record and track all of my transactions closely.

IF I DO NOT UNDERSTAND ANY PROVISION IN THIS PART III, LIABILITY FOR OVERDRAFTS, OR IF I HAVE ANY QUESTIONS, I WILL CONTACT YOU AT (888) 800-3328 8:00 A.M TO 6:00 P.M. MONDAY THROUGH FRIDAY, 8:00 A.M. TO 3:00 P.M. SATURDAY, PACIFIC STANDARD TIME.

PART IV: 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 \$225 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 or electronically deliver the notice, if I have agreed to receive notices from you in an electronic format, 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 \$5,525 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 \$5,525.00 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 \$5,525.00 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 \$5,525.00 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.

(C) SUBSTITUTE CHECKS AND MY RIGHTS

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

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

What are My Rights Regarding Substitute Checks?

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

The amount of my refund under this procedure is limited to the amount of my loss or the amount of the substitute check, whichever is less. I am also entitled to interest on the amount of my refund if my account is an interest-bearing account. If my loss exceeds the amount of the substitute check, I may be able to recover additional amounts under other law.

If I use this procedure, I may receive up to \$2,500 of my refund, plus interest if my account earns interest, within ten (10) business days after you receive my claim and the remainder of my refund, plus interest if my account earns interest, not later than forty-five (45) calendar days after you received my claim. You may reverse the refund (including any interest on the refund) if you later are able to demonstrate that the substitute check was correctly posted to my account.

How Do I Make a Claim for a Refund?

If I believe that I have suffered a loss relating to a substitute check that I received and that was posted to my account, I should contact you at (888) 800-3328 or P.O. Box 100, Hollywood, CA 90078-0100. I must contact you within forty (40) calendar days of the date that

you mailed (or otherwise delivered by a means to which I agreed) the substitute check in question or the account statement showing that the substitute check was posted to my account, whichever is later. You will extend this time period if I was not able to make a timely claim because of extraordinary circumstances.

My claim must include:

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

PART V: ELECTRONIC SERVICES AGREEMENT & DISCLOSURE

This Part V of the Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), and Debit Card. My acceptance, retention, or use of an ATM Card, Visa Debit Card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between you and me as described below.

These disclosures are given by you in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR1005, et seq.) to inform me of certain terms and conditions for use of the electronic services described in this Agreement.

At the present time, you offer the following 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) EFT services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs, such as Star®, Maestro®, American Express®, Cirrus®/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 (POS) transactions, Visa Debit Card (including PIN and signature based transactions), electronic check transactions, Digital Banking, "Bill Pay" (Online Bill Payment Service), External Transfer (Transfer Service with other Financial Institutions), mobile banking, and mobile deposit. 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. However, terms relating to your online services (including but not limited to our Digital Banking and Online Bill Payment services) will be provided to me upon enrollment in such services. 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 Part V.

My use of the electronic services is subject to your approval.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

BUSINESS DAY DISCLOSURE:

Your business days are Monday through Friday. Federal Holidays are not included. Your business hours are 9:00 a.m. to 5:00 p.m. Monday - Friday. Some branches have Saturday hours 9:00 a.m. to 2:00 p.m.; call the Credit Union for specific locations. Your proprietary ATMs are generally accessible 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Your electronic services are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet Service Provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

You will maintain the confidentiality and privacy of my account information in accordance with your privacy policy. 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.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

1. **Terminal Transfers.** In most cases, I will receive a receipt at the time I make any transfer to or from my account using an ATM or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you. Federal law provides that for certain small dollar transactions at merchant locations, I may not receive a receipt.
2. **Periodic Statements.** I will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). I agree to immediately review each periodic statement mailed or otherwise 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.
3. **Digital Banking Transactions.** I may print a record of any individual transaction conducted through Digital Banking at any time after the transaction is completed. I may also subsequently contact you to request a copy of my statement containing the applicable transaction.

MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT

REPORTING: I am responsible for all transfers I authorize using the electronic services described in this Agreement. If I permit others to use my Visa Debit Card or PIN, I am responsible for any transactions that person authorizes or conducts on any of my accounts, even if that person exceeds my authority. However, I must tell you AT ONCE if I believe my Visa Debit Card, Visa Credit Card, or my Visa Debit Card PIN, Visa Credit Card PIN or Digital Banking Password, (collectively "Card(s) and/or PIN(s)") have been lost or stolen, or if I believe that an EFT 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, if I have one). However, if I believe my Card(s) and/or my PIN(s) have 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 Card(s,) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or my PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

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.

SPECIAL NOTICE TO VISA DEBIT CARDHOLDERS:

If I am using a Visa Debit Card for transactions that take place on the VISA network system, I understand that Visa Operating Rules and Regulations provide for \$0.00 liability ("Zero Liability") for losses from unauthorized (fraudulent) activity. Zero Liability does NOT apply to ATM transactions that are not processed through Visa (such as a cash withdrawal from my checking account). I must refer to the section of this Agreement regarding liability for unauthorized ATM transactions. Zero Liability also will not apply where I was negligent or fraudulent in the handling of my account or Visa Debit Card, nor will it apply to Visa Debit Cards issued outside the U.S. or to Visa commercial cards. I must provide a written statement regarding any claim of unauthorized Visa transactions.

If I notify you of unauthorized transactions which were processed through Visa (this does not include cash disbursements at an ATM using my Visa Debit Card), you will provide provisional credit to my account within five (5) business days of the notification. If I tell you orally, you will require that I send you my complaint in writing within ten (10) business days. You will not credit my account until my written complaint is received. "Unauthorized" means the use of my

Visa Debit Card by a person, other than me, who does not have actual, implied or apparent authority for such use and from which I receive no benefit.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION:

If I believe my Card(s) and/or PIN(s) have 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 (888) 800-3328 or after business hours for a Visa Debit Card at (888) 241-2510 within the United States or (909) 941-1398 for collect calls from outside the U.S., 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.

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

In case of errors or questions about my electronic services transactions, I will telephone you at: (888) 800-3328 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. However, I will refer to the "Additional Disclosures Applicable to PINless Visa Debit Card Transactions" section for further details regarding Visa Debit Card transactions initiated through a non-Visa debit network.

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. My account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless I already have an established account with you before this account is opened.

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. If you provisionally credited my account, you will reverse the provisional credit and notify me of the date you reversed the credit and the amount of the debit. I may ask for copies of the documents that you used in your investigation.

FIRST ENTERTAINMENT ZERO LIABILITY POLICY:

I will not be liable (\$0.00) for unauthorized electronic transactions if I notify you in writing within sixty (60) days after the first statement on which the unauthorized electronic transaction appeared 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 EFT 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 of 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 complete the 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, Digital Banking, Online Bill Payment Service, 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 conducting the transaction did not have enough cash or cash in the denominations I requested;
7. My Visa Debit Card, Visa Credit Card, Visa Debit Card PIN, Visa Credit Card PIN, or Digital Banking PIN I provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip, is inactive due to non-use, is retained by you due to my misuse or suspected fraudulent activities, is retained by you at my request, or my Visa Debit Card, Visa Credit Card, Digital Banking PIN or my Online Bill Payment Service 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. I make an error in keying my deposit at an ATM or through Digital Banking (and if I make such error, you are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
11. The payee mishandles or delays a payment sent by the Online Bill Payment Service;
12. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
13. I have not provided your Online Bill Payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom I wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or caused funds from my account to be directed to a person or entity which does not comply with my bill payment instructions, you will be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT WILL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

PERSONAL IDENTIFICATION NUMBERS (PINs):

I understand that I cannot use my Visa Debit Card or Visa Credit Card at a Visa terminal, or Digital Banking, External Transfer or Bill Pay without the applicable identification number which you refer to as a PIN, PSC, or password (collectively hereinafter, "PIN(s)") as discussed in this Agreement. 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. My use of a PIN is my authorization to you to withdraw funds from my savings account or checking account to cover such transactions. My PIN(s) is/are confidential and should not be disclosed to third parties or recorded. 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) and that I am responsible for any such transaction. If I authorize anyone to use my PIN in any manner that authority will be considered unlimited in amount and manner until I specifically revoke such authority by notifying the Credit Union and changing my PIN immediately. I am responsible for any transactions made by such persons until I notify you that transactions and access by that person are no longer authorized and my PIN is changed.

FEES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All fees associated with my EFTs are disclosed in your Schedule of Fees which accompanies this Agreement and is incorporated herein by reference. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees for each stop payment order I give. Any fees charged will be deducted from my Checking or First500 Savings Account. The Credit Union reserves the right to increase or add new fees at a future date after you give me notice of such fees as required by law.

If I have been issued an additional card (whether Visa Debit Card or Visa Credit Card) for a joint owner or authorized user on my account, any applicable transaction fees outlined in your Schedule of Fees will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to my account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on my monthly statement.

If I use an ATM that is not operated by you, I may be subject to additional fee(s) imposed by another financial institution, merchant and/or by an automated transfer network. I may be charged a fee for a balance inquiry even if I do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by you.

VERIFICATION:

All transactions affected by use of ATMs, POS terminals, Electronic Check Transactions, Digital Banking, or other electronic transaction contemplated hereunder which would otherwise require my actual signature, or other authorization, will be valid and effective as if actually signed by me when accomplished by use of an Electronic Check Transaction, password(s), Card(s) and/or PIN(s), or as otherwise authorized under this Agreement.

CHANGE IN TERMS:

You may change the terms and fees for the services described in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If I have an account with you through which EFTs are being processed, I will receive written notice of the change in terms at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. Further, the Credit Union may, from time to time, revise or update the programs, electronic services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, electronic services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

TERMINATION OF ELECTRONIC SERVICES:

I may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and you are not required to notify other account owners of the termination. You reserve the right to terminate this Agreement and my access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of my accounts or if any of my accounts are not in good standing as defined in your Member Conduct Policy. After suspension, electronic services may be reinstated, at your discretion, once there are sufficient funds in my account(s) to cover any fees and other transfers and debits. If I ask you to terminate my account or my access to any of the electronic services, I will remain liable for subsequent transactions performed on my account. Termination of electronic services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination. Upon termination of this Agreement or the electronic services, the Credit Union will endeavor to cancel any applicable account transactions I have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. I will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that the Credit Union is not able to cancel or that have already been processed before the requested termination date will be completed.

NOTICE AND COMMUNICATIONS:

Except as otherwise provided in this Agreement, all notices required to be sent to me will be effective when you mail or deliver them to the last known address that you have for me in your records or when you make such notices available to me through Digital Banking if I have agreed to receive notices from you in an electronic format. 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 any of your offices, via Digital Banking or by sending a written and signed notice to First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078-0100, Attention: Central Operations Department.

COLLECTIONS:

I agree that you will be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services and I agree to repay any amounts which create an overdrawn balance on any of my accounts immediately upon demand. You have a security interest in my present and future deposits and have the right to apply such deposits to any money I owe. If any legal action is required to enforce any provision of this Agreement or to collect money I owe, I agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement.

SEVERABILITY:

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

NO WAIVER:

The Credit Union can delay enforcing any provision under this Agreement any number of times without losing its right to enforce them at a later date.

ACCOUNT ACCESS:

My accounts, Visa Debit Card, Visa Credit Card, and any other access device or method (including ACH and Electronic Check Transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. I understand that I may not utilize my accounts, Visa Debit Card, Visa Credit Card, 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.

ASSIGNMENT:

I may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

HEADINGS:

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

I UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ME FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM MY USE OF OR MY INABILITY TO USE THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY ME FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MY AGREEMENT TO INDEMNIFY YOU:

Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, I agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by me to you;
- any fraud, manipulation, or other breach of this Agreement by me;
- my violation of any law or rights of a third party; or
- the provision of the electronic services or use of the electronic services by me or any third party.

You reserve the right, at your own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by me, in which event I will cooperate with you in asserting any available defenses. I will not settle any action or claims on your behalf without your prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the electronic services by me or a joint account owner or other authorized person.

APPLICABLE LAW:

I understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. 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 Part V applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

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

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSITS

If I have arranged to have direct deposits made to my account at least once every sixty (60) days from the same person or company (from my employer, the federal government or other payer), 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 (888) 800-3328 or (323) 851- 3673 and you will advise me whether or not the pre-authorized deposit has been made. I may also use Digital Banking to confirm whether or not the 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.

DIRECT DEPOSITS:

If, in connection with a direct deposit plan, you deposit any amount in an account which you are later required to return to the Federal Government for any reason, I authorize you to deduct the amount of your liability to the Federal Government from the account or from any other account I have with you, without prior notice and at any time, except as prohibited by law. You may also use any other legal remedy to recover the amount of your liability.

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. If my preauthorized payment due date is scheduled to occur on a non-business day, it will be sent out the following business day.

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 may vary 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 pre-authorized payment authorization, I must call you at (888) 800-3328, 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 a Stop Payment Fee for each stop payment or revocation request I make as set forth in your current Schedule of Fees. Such Stop Payment Request will apply only to that particular payment. If I have given you a request to cancel the 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 law.

ADDITIONAL DISCLOSURES APPLICABLE TO DIGITAL BANKING AND ONLINE BILL PAYMENT SERVICE

Digital Banking is your electronic banking service that allows access to my accounts without assistance from your staff by using your Internet Browser, my Digital Banking Username and Password. Bill Pay is an electronic method of paying bills. I must have a checking account with you to use this service. If I would like to take advantage of these online services, I must visit your website and enroll with my eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using Digital Banking and Bill Pay, and other online services will be provided when I enroll.

INACTIVITY:

If I do not logon to Digital Banking (such as an automatic bill payment) for any consecutive one hundred-twenty (120) day period, and there is no activity pending as of the end of such one hundred twenty (120) day period, you reserve the right to terminate my access to Digital Banking. If any of my checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in my online banking profile. If any other account is closed for any reason, such account may no longer appear in my online banking profile.

ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE BANKING SERVICES AND MOBILE DEPOSIT SERVICES

The Mobile Banking Service is a personal financial information management service that allows me to access my Credit Union account information, products and services similar to Digital Banking and engage in such other financial transactions using compatible and supported mobile phones. All features and services available through Digital Banking may not be available via Mobile Banking.

The Mobile Deposit Service is designed to allow me to make deposits to my designated eligible accounts as well as loan payments to my auto and personal loans, using a compatible mobile wireless device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to you. The Mobile Deposit Service is subject to the terms and conditions of the Mobile Deposit User Agreement, which will be made available to me when I enroll.

ADDITIONAL DISCLOSURES APPLICABLE TO VISA DEBIT CARD TRANSACTIONS

In this section, "Card" refers to my First Entertainment Credit Union Visa Debit Card that is linked to my checking account, and any duplicates, renewals, or substitutions the Credit Union issues to me, unless otherwise noted. The disclosures in this section apply to the use of my Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of my Card at a participating POS terminal, I authorize you to make withdrawals from my checking account for cash advances and/or purchases. Access to ATMs is through the use of a Visa Debit Card and PIN.

The disclosures in this section do not apply if my Card is linked only to a savings account. I understand that if my Card is linked only to a savings account, I will not be able to conduct PIN-based or signature-based POS transactions with my Card. This means that if my Card is linked only to my savings account, I will not be able to use my Card to purchase goods or services; I will only be permitted to conduct transactions (withdrawals, deposits, balance inquiries, etc.) using the Card at ATMs.

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. However, you are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card. I understand that my Card is not a credit card and does not provide "credit" which means that I may not defer payment of Card transactions.

TYPES OF AVAILABLE ATM TRANSACTIONS:

Transaction types and services may be limited on certain ATMs on the systems which you do not own (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.

I can use my Card to perform the following ATM transactions:

1. Make deposits to my First500 Savings Account and Checking Account at your proprietary ATMs (and some designated CO-OP Network ATMs).
2. Withdraw cash from my First500 Savings Account and Checking Account.
3. Transfer funds between my First500 Savings Account and Checking Account within the same account number at your proprietary ATMs (and some shared network ATMs).
4. Make balance inquiries at your proprietary ATMs (and some shared network ATMs).

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

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, the Shared Network ATMs may refuse an attempted transaction.

DEPOSITS:

I understand and agree that you accept deposits at an ATM subject to verification and collection by you and such deposits may only be credited or withdrawn in accordance with your Funds Availability Policy. Transactions accomplished after the close of normal business each day will be deemed to have occurred on your next business day. Information accompanying a deposit should include my name, your name, my member number, and where I want my deposit to go. If I make a deposit to my checking account with you, the checking account deposit slip should be included, unless the ATM is image-enabled, in which case a deposit slip may not be necessary.

ATM TRANSACTION FEES:

I understand that withdrawals made at First Entertainment ATMs will not be subject to Credit Union fees. When I use an ATM not owned by you, I may be subject to Credit Union fees as disclosed in the Schedule of Fees. In addition to fees charged by the Credit Union, I may be charged fees by the ATM operator.

ATM TRANSACTION LIMITATIONS:

1. I understand and agree that I may use my Card at ATMs, using my PIN, to conduct up to a maximum of fifteen (15) transactions, or to withdraw up to a maximum of \$1,010, whichever comes first, each day; you reserve the right to increase such maximum limit at your sole discretion, if I request an increase through Digital Banking or by calling you. For purposes of the daily limits only, a "day" is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Standard Time. If a transaction is initiated in another time zone, it will be processed when you receive it. Notwithstanding the foregoing, 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. POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.
2. 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.
3. For security reasons, in the event my Card or PIN is lost or stolen, there may be restrictions on transactions I can make at the ATMs.

AUTHORIZATION HOLDS FOR Visa DEBIT CARD TRANSACTIONS:

When I use my Visa Debit Card to pay for goods or services, the merchant may seek your prior authorization for the transaction, at which time you will generally place a hold on some or all of the funds in my account for up to three (3) business days or until the transaction is paid from my account. For more information regarding how debit card authorization holds impact my available account balance, I will refer to Part III of this Agreement (*Liability for Overdrafts*).

OPTIONAL OVERDRAFT PROTECTION PLANS:

I understand that I can authorize you to link my Card to an overdraft protection source, including, but not limited to, a savings account or Personal Line of Credit (PLOC), to fund any overdrafts on my checking account. I will refer to the section entitled "Optional Overdraft Protection Plans" in PART III of this Agreement for additional information regarding the availability of optional overdraft protection plans.

AUTHORIZED USE – Visa DEBIT CARD AND PIN:

Both the Card and a PIN will be used each time I use an ATM, engage in a POS or other EFT. I agree to memorize my PIN and I will not write it on the Card(s). If I forget the PIN, I may contact you and you will issue a Replacement PIN. I must observe the following conditions 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.

- 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. Some precautions I can take are:

(1) avoid ATMs that are obstructed from view or unlit at night; (2) observe the area for anything unusual or suspicious; (3) when possible, bring a companion along, especially at night; (4) lock my vehicle when I leave it; (5) have my Card in my hand as I approach the ATM and avoid reaching in my wallet or purse in front of the ATM; (6) avoid counting my cash at the ATM; (7) lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM; (8) prevent others from seeing me enter my PIN by using my body to shield their view; and (9) do not accept assistance from anyone I do not know when using an ATM. 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.

OWNERSHIP OF THE CARD:

I may request two Visa Debit Cards to access my account(s) without a charge. The issuance of additional Cards will be subject to a Debit Card Replacement Fee. If my Card is lost or stolen, I may also be charged a

Replacement Card Fee. These fees are set forth in the Schedule of Fees. 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: (1) any of my accounts are overdrawn; (2) I use my Card in a manner which may cause a loss to you; (3) my account is inactive, which is defined by you as an account that has had no member-initiated transaction activity for 365 consecutive days; (4) any mail sent to my address is returned to you as undeliverable; (5) any email sent to me by you is returned as undeliverable; (6) my account has one (1) or more NSF items or transactions; (7) you are aware that I have violated any term of this Agreement, whether or not you suffer a loss; (8) you reasonably believe there is potentially fraudulent, suspicious, or illegal activity on my account; or (9) or where necessary to maintain or restore the security of my account(s) or the 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.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF PIN AND SIGNATURE-BASED POS TRANSACTIONS:

I may use my Card at participating POS terminals to make purchases and obtain cash withdrawals from my checking account only to the extent that I have available funds.

There are daily dollar limits and transaction limits that apply to purchases and cash withdrawals at POS terminals that are subject to the available balance in my checking account. The daily dollar limits and transaction limits depend on whether the Card is used for a PIN-based POS transaction or a signature-based transaction. These limitations are as follows: (1) I may use my Card to conduct up to a maximum of fifteen (15) PIN-based POS transactions, up to a maximum amount of \$3,000, whichever comes first, each day; and (2) I may use my Card to conduct up to a maximum of fifteen (15) signature-based POS transactions, up to a maximum amount of \$5,000, whichever comes first, each day.

Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the amounts set forth herein.

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 processed outside the United States or 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 will be: (1) 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 (2) 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. For purchases, cash advances, and ATM and non-ATM cash transactions processed outside the United States or in a foreign currency, I will be charged a Foreign Transaction Fee of either 0.8% or one percent (1%) as described above. For example, a transaction may be subject to a Foreign Transaction Fee if I initiate an Internet transaction in the United States, but the merchant processes the transaction in a foreign country (even if I did not know the transaction would be processed outside the United States).

CARD CLAIMS AND TRANSACTION QUESTIONS:

When I authorize other parties to debit my Checking Account, I am responsible for these transactions. Thus, I may have to contact these parties directly if I have questions or complaints about my transactions. Any claims concerning property or services purchased with my Card must be resolved by me directly with the merchant or seller who accepted the Card. I understand that you will not be able to help me because you only have the information received from the third party. Any claim or defense that I assert will not relieve me of my obligation to pay you the total amount of the sales slip, unless otherwise permitted by law. I am not permitted to stop payment on any purchase through the use of my Card.

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 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 non-Visa debit network that supports PINless transactions for the Credit Union is the CO-OP Network.

Examples of PINless debit transactions include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with me instead of through the use of my PIN.

I understand that the terms and conditions of my agreement with you relating to Visa Debit Card transactions do not apply to non-Visa Debit Card 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 on my Visa Debit Card under First Entertainment Credit Union's "zero liability" policy provided that I notify you in writing within sixty (60) days after the first statement on which the unauthorized electronic transaction appeared is delivered to me.

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, by telephone, or via the Internet, to capture the routing, account and serial numbers to electronically initiate the transfer ("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 also authorize a merchant or other payee to debit my checking account for returned check fees or returned debit entry fees. 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 EFT; 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).

ADDITIONAL DISCLOSURES APPLICABLE TO THE EXTERNAL TRANSFER SERVICE

The External Transfer Service 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 Digital Banking (described above). If I would like to take advantage of the External Transfer Service, I must visit your website and enroll with my eligible Credit Union accounts. I must agree to the authorization terms and conditions that will be provided to me at the time I enroll for the service.

ADDITIONAL DISCLOSURES APPLICABLE TO ACH TRANSFERS

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 that if the Credit Union does not receive such final settlement, 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.

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.

PART VI: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

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. To this end, 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 further acknowledge and agree that this policy also defines what constitutes a "monetary loss" which may serve as a basis for limiting member services.

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 workplace free from unacceptable conduct from any source.

In the event that I engage in any type of "abusive behavior" (defined below) 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.

I will not be considered to be "in good standing" with the 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 "monetary loss" as defined below;
2. You reasonably suspect I have engaged in fraudulent or illegal conduct or otherwise misused or abused the Credit Union's services or products;
3. I manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
4. I default on any obligation to you, such as failing to make a payment on a loan or repaying an overdrawn account balance when due, and we are unable to contact you regarding such obligation.
5. I default on the first payment due on my loan, such that you reasonably believe you will suffer a monetary loss on the loan.
6. 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 the premises of any Credit Union Service Centers Network.

The determination of whether I am in "good standing" with the Credit Union will be made at the sole discretion of the Senior Leadership of the 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 "monetary 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 monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the monetary loss does not include interest and expenses.
 - (b) For shares: the monetary 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) Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
 - (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.
- (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:

I acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union will 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, such as Digital Banking, ATM/debit card, mobile deposit, or other 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 Leadership.
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. Removal from membership.
6. 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 acknowledge 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.

Conviction of a criminal offense involving moral turpitude, failure to carry out your contracts, agreements, or obligations with this credit union, refusal to comply with the provisions of the California Credit Union Law, abuses of Credit Union services or property, or abusive, threatening, or harassing behavior toward the Credit Union or its employees, volunteers, or Members, may be cause for the expulsion of any member.

These limitations will not prohibit me from exercising my rights under federal or state law or regulation.

IF I DO NOT UNDERSTAND ANY PROVISION IN THIS PART III, LIABILITY FOR OVERDRAFTS, OR IF I HAVE ANY QUESTIONS, I WILL CONTACT YOU AT (888) 800-3328, 8:00 A.M. TO 6:00 P.M. MONDAY THROUGH FRIDAY, 8:00 A.M. TO 3:00 P.M. SATURDAY, PACIFIC STANDARD TIME.



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