

# About Your Credit Union Accounts

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Instructions



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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the appropriate account card and return it to our Member Service Specialist. Please read this brochure completely and retain it with your personal records.*

*All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings" accounts, share draft "checking" accounts and share "certificate" accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*



## INFORMATION REGARDING MEMBER IDENTIFICATION

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 our Members: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### PAR VALUE

The par value of a share in the Gain Federal Credit Union is \$5.

### ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before close of business.

### DIVIDEND RATES

The initial dividend rate and Annual Percentage Yield on our savings, checking and certificate accounts are stated on the Deposit and Investment Rates Brochure accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### BALANCE INFORMATION

We compute the balance in our savings, checking and certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### BYLAW REQUIREMENTS

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the Board.

A member who fails to complete payment of one share within 30 days of his admission to membership, or within 90 days from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 30 days of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the loan officer.

### DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For our Savings, Checking, and Certificate 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 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. The most recent dividend declaration date is reflected on the accompanying Deposit and Investment Rates Brochure.

## **REQUIREMENT TO MAINTAIN A SAVINGS ACCOUNT**

You must open a Savings Account to open any sub-sequent accounts. You must maintain the Savings Account to avoid closure of that account and any subsequent accounts.

## **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **CHANGES IN TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

## **ABOUT OUR SAVINGS ACCOUNTS**

Gain Federal Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. The savings accounts are Savings Account, Club Account, Christmas Club, Money Market 2,500+, Money Market 10,000+, Money Market 50,000+, Money Market 100,000+, and IRA Savings.

### **RATE INFORMATION**

Our savings accounts are designated as variable rate accounts on the Deposit and Investment Rates Brochure. These rates and yields may change at any time at the Credit Union's discretion.

### **TRANSACTION LIMITATIONS**

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **➡ *Savings Account***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Savings Account is \$5. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Brochure. You must maintain a minimum balance of \$5 to avoid closure of this account.

### **➡ *Club Account***

This account is no longer offered.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Club Account. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

## ➔ ***Holiday Club Account***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Holiday Club Account. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

### **TRANSACTION LIMITATIONS**

Our Holiday Club Account may be opened between November 1 and January 31. Funds will be disbursed to your Checking Account or your designated Savings Account on or about November 1. No withdrawals may be made prior to November 1. If a withdrawal is necessary, the full balance must be withdrawn and the account will be closed. This account will be automatically reopened for your convenience.

## ➔ ***Money Market 2,500+***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market 2,500+ Account is \$2,500. You must maintain a minimum daily balance of \$2,500 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

## ➔ ***Money Market 10,000+***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market 10,000+ Account is \$10,000. You must maintain a minimum daily balance of \$10,000 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

## ➔ ***Money Market 50,000+***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market 50,000+ Account is \$50,000. You must maintain a minimum daily balance of \$50,000 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

## ➔ ***Money Market 100,000+***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market 100,000+ Account is \$100,000. You must maintain a minimum daily balance of \$100,000 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

## ➔ ***IRA Savings Accounts***

Our IRA Savings Accounts include the Traditional IRA, Roth IRA, and Coverdell Education Savings Account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your IRA Savings Account. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule.

### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **ABOUT OUR CHECKING ACCOUNT**

Gain Federal Credit Union offers a checking account which lets you withdraw your money and write checks against your account at any time. The checking account is the Better Checking Account.

## ➔ ***Better Checking Account***

Our Better Checking Account is designated as a variable rate account. The rate and yield may change at any time at the Credit Union's discretion. The dividend rate is determined by the number of Bill Pay transactions you conduct each month. The applicable dividend rates for the Gain Account are provided on the accompanying Deposit and Investment Rates Schedule.

### **RATE INFORMATION**

Our Better Checking Account is designated as a variable rate account on the Deposit and Investment Rates Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## ACCOUNT ELIGIBILITY

To obtain the Annual Percentage Yield as stated on the Deposit and Investment Rates Brochure, you must meet all of the following criteria:

- Must elect to receive statements electronically (e-statements);
- Must Conduct 5 Bill Pay Transactions monthly;
- Must have a recurring monthly direct deposit of \$500 or more into the account; and
- Must have fifteen (15) POS debit card transactions during the monthly statement cycle.

If you do not meet the minimum qualifications of the account, your account will not earn dividends. The maximum balance to earn dividends is \$10,000.

## MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for the Better Checking Account.

## ABOUT OUR TERM CERTIFICATE ACCOUNTS

Gain Federal Credit Union's certificate accounts let you deposit your money for a specified period of time. Our certificate accounts are Certificates, Flexible Certificates, Flexible IRA Certificates and IRA Certificates.

## ANNUAL PERCENTAGE YIELD

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

## MATURITY

Your account will mature as reflected on the Deposit and Investment Rates Schedule.

## RATE INFORMATION

Our certificate accounts are designated fixed rate accounts on the Deposit and Investment Rates Schedule. You will be paid these rates and yields until maturity.

## RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.

## EXCEPTIONS TO PENALTIES

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the savings account or the certificate account, or is made pursuant to the Credit Union's bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## ➡ *Certificate and IRA Certificate Accounts*

Our Certificate and IRA Certificate Accounts are tiered rate accounts. Our certificate balances range from \$1,000, \$5,000, \$25,000 or \$50,000.

## MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the Certificate and IRA Certificate Accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily Annual Percentage Yield balance in your account.

The minimum deposit required for you to open your Certificate and IRA Certificate Accounts is \$1,000. You must maintain a minimum daily balance of \$1,000 to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

## ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals of principal from this account until the maturity date. See **Early Withdrawal Penalties**. You may make withdrawals of credited dividends from your account at any time. If you exceed the withdrawal limitations in any month, your account will be subject to closure.

## EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw principal from your account before the maturity date. The penalty imposed shall be as follows:

If the term of the account is one month to less than one year, the member shall forfeit an amount equal to:

- a) All accrued, earned, and unearned dividends for 90 days on the amount withdrawn or
- b) If a withdrawal or imposed penalty reduces the balance below the required minimum, the account shall be closed and a loss of dividends, as stated above, will be assessed on the entire amount in the account.

If the term of the account is one year or greater, the member shall forfeit an amount equal to:

- a) All accrued, earned, and unearned dividends for 180 days on the amount withdrawn or
- b) If a withdrawal or imposed penalty reduces the balance below the required minimum, the account shall be closed and a loss of dividends, as stated above, will be assessed on the entire amount in the account.

#### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

### ➡ ***12 Month Flexible Certificate and 12 Month Flexible IRA Certificate Accounts***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your 12 Month Flexible Certificate or 12 Month Flexible IRA Certificate Accounts is \$5,000. You must maintain a minimum daily balance of \$5,000 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

#### **TRANSACTION LIMITATIONS**

You may make additional deposits in increments of \$500 or more into this account at any time, however the maximum balance in this account may not exceed twice the initial amount deposited to open this account.

You may make withdrawals of dividends and principal at any time. The maximum number of withdrawals you may make is two (2) during the term of the certificate. If you exceed the withdrawal limitations, your account will be subject to a penalty. See **Early Withdrawal Penalties**.

#### **EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you exceed the dividend withdrawal limitation or withdraw principal from your account before the maturity date. The penalty imposed shall be forfeit of accrued, earned, and unearned dividends with an amount equal to 180 days of the amount withdrawn. If the imposed penalty reduces the balance below the required minimum, the account shall be closed and a loss of dividends, as stated above, will be assessed on the entire amount in the account.

### ➡ ***24 Month Flexible Certificate and 24 Month Flexible IRA Certificate Accounts***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your 24 Month Flexible Certificate or 24 Month Flexible IRA Certificate Accounts is \$10,000. You must maintain a minimum daily balance of \$10,000 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

#### **TRANSACTION LIMITATIONS**

You may make additional deposits in increments of \$500 or more into this account at any time, however the maximum balance in this account may not exceed twice the initial amount deposited to open this account.

You may make withdrawals of dividends and principal at any time. The maximum number of withdrawals you may make is two (2) during the term of the certificate. If you exceed the withdrawal limitations, your account will be subject to a penalty. See **Early Withdrawal Penalties**.

#### **EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you exceed the dividend withdrawal limitation or withdraw principal from your account before the maturity date. The penalty imposed shall be forfeit of accrued, earned, and unearned dividends with an amount equal to 180 days of the amount withdrawn. If the imposed penalty reduces the balance below the required minimum, the account shall be closed and a loss of dividends, as stated above, will be assessed on the entire amount in the account.

### ➡ ***Balance Builder Certificate***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your 12 Month Balance Builder Certificate Account is \$1,000. You may make additional deposits of any amount at any time during the term. You must maintain a minimum daily balance of \$1,000 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

### ➡ ***Bump Certificate***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your 18 and 30 Month Bump Certificate Account is either \$10,000, \$25,000, or \$50,000. You may "bump" up your Certificate rate once during the term when rates increase on certificates corresponding to the term and dollar amount of your certificate. You must maintain a minimum daily balance of either \$10,000, \$25,000, or \$50,000 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

## ➔ *Liquid Certificate*

### MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your 7 Month Liquid Certificate Account is \$5,000. You may make additional deposits and withdrawals of any amount at any time during the term. You must maintain a minimum daily balance of \$5,000 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

## ➔ *Savings Plus Certificate*

### MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your 12 Month Savings Plus Certificate Account is \$25. You may make additional deposits in any amount at any time during the term. You must set up a monthly deposit to your Savings Plus Certificate Account of at least \$25 through automatic transfer and maintain a minimum daily balance of \$25 in the account to obtain the Annual Percentage Yield stated on the Deposit and Investment Rates Schedule and to avoid closure.

### INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## FUNDS AVAILABILITY POLICY

The Credit Union is regulated by the Federal Reserve Board regulations for making deposited funds to your account available to you. Although our policy, as your member owned Credit Union, is to make funds as readily available to you as possible, adherence to Federal regulations may, under certain circumstances, delay the availability of funds that you deposit into your account.

Delayed Funds or Hold on Funds means that: You may not withdraw the delayed available funds in cash. We may not use the delayed available funds to pay checks you have written.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 5th business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 11th business day after the day of your deposit.



## DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

## UNCLAIMED PROPERTY LAW – CALIFORNIA

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a savings, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

## GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

### DEFINITIONS

**ACCOUNT AGREEMENT** means any savings, checking, certificate, trust, totten trust or UTMA account.

**TIS AGREEMENT** means Truth In Savings Agreement entitled, "Truth in Savings Agreement and Disclosure."

### MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

### ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

**Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement "Account Holder". Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.

**Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement "Account Holder". Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

### SPECIAL RULES FOR JOINT ACCOUNTS

**Withdrawals by and Liability of Joint Owners** – The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits** – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

**Disputes** – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

### CUSTODIAL (UTMA) ACCOUNT

This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Account Signature Card. This transfer is irrevocable and includes all earnings on this Account. 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 California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.

### FIDUCIARY ACCOUNTS

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

1. You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
2. You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

#### **LIVING TRUST ACCOUNT**

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

#### **PARTNERSHIP AND UNINCORPORATED ASSOCIATION**

If your account is in the name of a partnership or unincorporated association, the persons whose signatures appear on the Account Signature Card represent, warrant and agree that all items and funds deposited in this Account belong to the partnership or unincorporated association, that each of them has been duly authorized by the partnership or unincorporated association and has the power and authority to act, sign and bind the partnership or unincorporated association, that we may rely on such authority until written notice of revocation is received by us from one of the authorized signers, and that no dissolution of the partnership or unincorporated association has occurred. If the partnership or unincorporated association uses an assumed name for its business, it has a current Assumed Name Certificate file in the Office of the County Clerk in each county in which it conducts business. If the partnership or unincorporated association uses a name for the business other than the name of the partnership or unincorporated association, a current fictitious business name statement is on file in the county clerk's office in each county in which the partnership or unincorporated association conduct business. Funds received may not be withdrawn until collected. Partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

#### **PAYABLE ON DEATH ACCOUNTS**

A pay on death account "P.O.D. Account" is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

#### **TOTTEN TRUST ACCOUNTS**

All shares in this Totten Trust Account and all dividends paid or credited thereon shall be held by the Trustee(s) in trust for the beneficiary(ies) named below subject to the right of the Trustee(s) or any one of them from time to time and in their sole discretion to revoke the same to the extent of any withdrawal of funds from this Account. In the case of multiple trustees, each trustee shall be considered the joint tenant of the other. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in this Account shall be distributed to the beneficiaries in equal shares. If there are no surviving beneficiaries, the balance remaining in this Account shall be distributed to the estate of the last surviving Trustee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the trustee or the last surviving trustee, payment on a Totten Trust Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

#### **NOTICE**

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

#### **ABILITY TO PLEDGE FUNDS**

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## **ENFORCEMENT OF LIENS**

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

## **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## **FINANCIAL ABUSE REPORTING**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

## **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

## **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM card, debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## **NEGATIVE CREDIT REPORTING**

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

## **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Gain Federal Credit Union, 1800 West Magnolia Boulevard, Burbank, CA 91506, so we can investigate.

## **POST-DATED CHECKS**

The Credit Union will treat all checks as though the checks were written on the date presented.

## **EXAMINATION OF STATEMENTS**

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

## **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment.

## **ATTORNEYS' FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **FEES AND CHARGES**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

## **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

## **OTHER TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

## **GOVERNING LAW**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

## **DENIAL OF SERVICES**

### **I. PURPOSE**

The privilege of Credit Union services available to members must be reserved for members who are in "good standing" with the Credit Union. This Policy provides examples of certain actions that would cause a member to become "not in good standing" and provides guidelines to the types of transactions to which the availability would be restricted to such a member. This Policy will extend to any person "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account with another person.

### **II. DEFINITION**

A member will not be considered to be "in good standing" with the Credit Union if:

- A. The member fails to comply with the terms and conditions of any lawful obligation with the Credit Union and causes the Credit Union to suffer a pecuniary loss;
- B. The member manipulates or otherwise abuses Credit Union products or services to the detriment of the Credit Union or its membership; or
- C. The member engages in threatening, abusive, disruptive, obscene, harassing, or illegal behavior in any line of Credit Union business; or
- D. The member intentionally injures any person or damages any property while on Credit Union premises or at any Credit Union function.

The determination of whether a member is "in good standing" with the Credit Union will be made at the sole discretion of Senior Management.

"Member services" are defined as any products or services now or hereafter provided by or sponsored by the Credit Union, or otherwise made available to Credit Union members. Member services include, but are not limited to:

- A. Loans;
- B. Deposit Accounts;
- C. Checking;
- D. ATM/Debit Card Services;
- E. EFT Services;
- F. Notary Services;
- G. Online and Telephone Banking Services

### **III. POLICY**

The availability of member services for members who are not in good standing with the Credit Union may be restricted.

Any member whose access to member services is limited pursuant to the foregoing will be permitted to maintain a dividend bearing share account and will be permitted to vote at annual meetings and special meetings subject to the bylaws and policies of the Credit Union.

Member account balances that are brought to zero through actions taken by the Credit Union, (reduced by fees, offset of charge off, inactive account fees) etc. will be allowed a period of not less than 30 days to re-establish a par value share in order to maintain their membership rights and the ability to maintain membership. In some instances, these accounts will be maintained with no other member privileges other than the right to a share account, the right to earn interest if minimum balance requirements are met, and the right to vote at annual and special meetings.

In the event that the member has limited access to member services due to threatening, abusive, obscene, harassing, or illegal behavior or for injuring any person or damaging any property while on Credit Union premises, the Credit Union's senior management, at their sole discretion may limit further contact with the Credit Union to written communication through the U.S. mail only or via other remote access device(s) designated by Senior Management. Legal action may also be taken.

This limitation will not prohibit a member from exercising his or her rights under federal or state law or regulation.

## ➡ ***Savings Account Agreement***

### **TRANSFERS TO THIRD PARTIES**

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

## ➡ ***Checking Account Agreement***

### **WITHDRAWALS, APPROVED METHODS**

Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

### **ELECTRONIC CHECK CONVERSION**

Upon prior notification from the merchant to the Account Holder, a purchase made with a check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

### **DEMAND DRAFTS**

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

### **OVERDRAFTS**

The Credit Union is under no obligation to pay a check which exceeds the available balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

**NOTICE REGARDING NSF FEES:** When an item is returned unpaid due to insufficient available funds [and not covered by the Courtesy Pay Program,] you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your 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), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call (800) 622-3328.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

#### **STALE-DATED CHECKS**

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

#### **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

#### **TRUNCATION OF DRAFTS**

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

#### **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

#### **CLOSURE OF ACCOUNT**

The Credit Union may close a checking account at any time. Closure of a checking account will not affect the obligation to pay any outstanding balances or charges owed.

#### **FOR CHECKING ACCOUNTS WITH SAVINGS OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and to credit such charge to this Checking Account. No check overdraft may be paid by charging a savings account if, as a result of such charge, that savings account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

#### **FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

## ➔ **Certificate Account Agreement**

### **PLEDGING OF FUNDS**

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Savings invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **COURTESY PAY PROGRAM**

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor transactions for which there are insufficient funds under the Credit Union's Courtesy Pay Program "Courtesy Pay". The Credit Union offers the Courtesy Pay Program as a service to qualifying members.

### **QUALIFICATIONS**

To be eligible for the Courtesy Pay Program, the member must meet all of the following criteria:

- Checking account must be open for a minimum of forty-five (45) days;
- Must be 18 years of age or older;
- Must have paychecks or other recurring payments totaling at least \$500 directly deposited into the checking account each month.

The Credit Union may, in its discretion, waive these requirements on a case by case basis.

### **DESCRIPTION OF SERVICE**

The Credit Union may, in its discretion, honor overdrafts, including checks, automated debits (ACH), point-of-sale (POS) transactions, and everyday debit card transactions, even when you have insufficient funds in your account. We do not honor overdrafts for ATM transactions.

### **COURTESY PAY FEES**

We pay overdrafts at our discretion and we do not guarantee that we will always authorize and pay any type of transaction, even if you opt-in. If we do not authorize and pay an overdraft, your transaction will be declined. When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the applicable Courtesy Pay Fee as stated on the Fee Schedule. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The Courtesy Pay Program Fee is a flat fee charged regardless of the amount by which the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The Credit Union will send you a notice for each item covered by Courtesy Pay. There is no limit on the total fees we can charge you for overdrawing your account. We do not charge a Courtesy Pay Fee for overdrafts on everyday debit card transactions.

### **COURTESY PAY LIMITS**

The Courtesy Pay limits are:

- \$500, if you have paychecks or other recurring payments directly deposited into the account each month totaling of at least \$500, up to \$999.
- \$1,000, if you have paychecks or other recurring payments directly deposited into the account each month totaling of at least \$1,000.

### **ADDITIONAL INFORMATION**

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than forty-five (45) days from the date of the notice sent to you. If you fail to cover the total overdraft amount plus applicable fees within forty-five (45) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft and/or fees.

The Courtesy Pay Program is a discretionary benefit offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. The Credit Union is not liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time with or without advance notice.

## **ELECTRONIC FUNDS TRANSFER AND MOBILE DEPOSIT SERVICES DISCLOSURES AND AGREEMENTS**

### **GENERAL TERMS AND CONDITIONS**

*APPLICABLE TO BOTH ELECTRONIC FUNDS TRANSFER AND MOBILE DEPOSIT SERVICES*

These Electronic Funds Transfer and Mobile Deposit Disclosures and Agreements as amended from time to time "Agreement" set forth the terms and conditions governing the use of Gain Federal Credit Union's: A) Electronic Funds Transfer service; and B) Mobile Deposit service. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the Electronic Funds Transfer and/or Mobile Deposit services offered by Gain Federal Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms "you" and "your(s)" refer to the Member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Gain Federal Credit Union.

## **FEES**

All fees or charges associated with the Electronic Funds Transfer and Mobile Deposit services are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies these Disclosures and Agreements. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the Electronic Funds Transfer and Mobile Deposit services after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

## **OUR RIGHT TO AUDIT**

We may periodically audit your individual transactions and use of the Electronic Funds Transfer and Mobile Deposit services to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of the Electronic Funds Transfer and Mobile Deposit services at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

## **ADDRESS CHANGE**

You are required to keep the Credit Union informed of your current address or e-mail address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## **ADDITIONAL BENEFIT ENHANCEMENTS**

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **GOVERNING LAW; ATTORNEYS' FEES**

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **RESERVATION OF RIGHTS**

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

## **OTHER AGREEMENTS**

Except as stated otherwise in the Disclosures and Agreements, these Disclosures and Agreements does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

If any part of these Disclosures and Agreements should be held to be unenforceable, the remaining provisions of these Disclosures and Agreements shall remain in full force and effect.

## **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an ATM card, debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.



## **A. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT**

Disclosure information that applies to the following electronic services: ACH, ATM/POS, Telephone Banking, Mastercard Debit Card, Online Banking, Online Bill Pay, Mobile Banking and Fund Transfers are given below, followed by specific disclosure information for each service. Gain Federal Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. This Disclosure and Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services.

### **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will generally issue you a Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number is secure and should be memorized. DO NOT write it on your ATM/Debit Card or disclose it where it can be readily accessible. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget your PIN, misplace or otherwise disclose your PIN, contact the Credit Union for instructions on how to obtain a new PIN.

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS**

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING MASTERCARD DEBIT CARDS**

Tell us AT ONCE if you believe your Mastercard Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS**

If there is an unauthorized use of your Mastercard Debit Card then your liability will be zero (\$0.00) so long as you have exercised reasonable care in safeguarding your card from risk of loss or theft and upon becoming aware, you have promptly reported the loss or theft to the Credit Union.

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us promptly of any unauthorized use, but no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to Mastercard branded cards issued to entities that are not natural persons, or issued for a commercial purpose unless the card is issued for a "small business" program as described on Mastercard's website, or issued until the person's identification is registered by or on behalf of the card issuer in connection with such issuance and/or sale which registration may include customer identification program requirements. If applicable law imposes a greater liability or a conflicting obligation, such applicable law shall govern.

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

If you believe your ATM/Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (818) 846-1710 or (800) 622-3328 or write to us at 1800 W. Magnolia Blvd., Burbank, CA 91506. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share or share draft/checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (818) 846-1710 or (800) 622-3328 or write us at 1800 W. Magnolia Blvd., Burbank, CA 91506 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

### **CHARGES**

In order to obtain the electronic services listed, you must open and maintain a share or share draft account. All charges associated with our electronic fund transactions are disclosed in our Schedule of Fees which accompanies this Disclosure and Agreement.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **ADDRESS CHANGE**

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Mastercard Debit Cards or designated accounts.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/POS Card, Mastercard Debit Card, or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/POS Card, Mastercard Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/POS Card, Mastercard Debit Card, PIN or account; or
- c) you or any authorized user of your ATM/POS Card, Mastercard Debit Card, PIN or account request that we do so.

## **➔ *Additional Disclosures Applicable to ACH Services***

### **DOCUMENTATION OF DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (818) 846-1710 or (800) 622-3328 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### **DISCLOSURE OF RIGHT TO STOP PAYMENT**

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Here's how: Call us at (818) 846-1710 or (800) 622-3328, or write to us at 1800 W. Magnolia Blvd., Burbank, CA 91506, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts.

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

### **TRANSACTIONS AVAILABLE**

You may use your ACH services to perform the following transactions:

- Make deposits to your share/savings or share draft/checking account;
- Make loan payments;
- Pay bills directly from your share/savings or share draft/checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

## **➔ *Additional Disclosures Applicable to ATM and POS Services***

### **RULES FOR USE**

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines "ATM's" or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or share draft/checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

### **ATM FEES**

When you use an ATM not owned by Gain Federal Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or Mastercard Debit Card issued by Gain Federal Credit Union for use of an electronic terminal operated by Gain Federal Credit Union.

## **TRANSACTIONS AVAILABLE**

You may use your ATM/POS Card to perform the following transactions:

- Make deposits to your share or share draft/checking account;
- Withdraw cash from your share or share draft/checking and loan account;
- Transfer funds between your share and share draft/checking and loan account;
- Make point-of-sale payments for goods and services to others from your share draft/checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

## **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals or POS transactions up to \$1,000 each calendar day as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

## **ACCESS CARDS**

All ATM Cards and Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM Card or Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **MASTERCARD CROSS-BORDER TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued credit or debit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to the cardholder billing currency using its currency conversion procedure. Mastercard uses either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction are a Mastercard Issuer Cross-border Assessment of nine-tenths of one percent (.9%) and Currency Conversion Assessment of two-tenths of one percent (.2%).

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM Card or Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card, Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

## **➡ *Additional Disclosures Applicable to Telephone Banking Services***

### **TRANSACTIONS AVAILABLE**

You may use your Telephone Banking Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;

- Request a check withdrawal from your share, share draft/checking, Line of Credit, or Mastercard Credit Card account;
- Transfer funds between your share, share draft/checking, Line of Credit, or Mastercard Credit Card accounts;
- Access your Line of Credit Account to request loan advances of at least \$50;
- Transfer funds from your Line of Credit to your share or share draft/checking account;
- Make loan payments;
- Place stop payments; and
- Apply for a loan.

All payments and deposits are subject to later verification by us.

## ➡ ***Additional Disclosures Applicable to Mastercard® Debit Card Services***

### **ISSUANCE OF CARD**

“Card” means the Gain Federal Credit Union Mastercard Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Mastercard Debit Card. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

### **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

### **MERCHANT DISPUTES**

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

### **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

Purchases made above the floor limit of the merchant will require an authorization number from Mastercard. You may make Mastercard Debit Card transactions up to \$5,000 each calendar day as long as your available balance will cover the transaction.

### **USE OF THE CARD**

You may use the Card and PIN to:

- Withdraw cash from your share or share draft/checking account at ATMs, merchants, or financial institutions that accept Mastercard Debit Cards;
- Transfer funds between your share or share draft/checking account you have with the Credit Union; and
- Make deposits to your share or share draft/checking account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Mastercard Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail, online, or telephone from places that accept Mastercard Debit Cards; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Mastercard Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Mastercard Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All card transactions covered by this agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this agreement. Any future changes to your account agreements may affect the use of the card.

### **ILLEGAL USE OF MASTERCARD DEBIT CARD**

You agree that your Mastercard Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or

any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

#### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

#### **REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

#### **MASTERCARD CROSS-BORDER TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued credit or debit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to the cardholder billing currency using its currency conversion procedure. Mastercard uses either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction are a Mastercard Issuer Cross-border Assessment of nine-tenths of one percent (.9%) and Currency Conversion Assessment of two-tenths of one percent (.2%).

### **➔ *Additional Disclosures Applicable to Online Banking Services***

#### **SYSTEM REQUIREMENTS**

Online Banking services allow convenient access to your account information 24 hours a day. To use the Online Banking service, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

#### **TRANSACTIONS AVAILABLE**

You may use your Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share draft/checking, share/savings, Line of Credit, or Mastercard Credit Card account;
- Transfer funds between your share draft/checking, share/savings, Line of Credit, and Mastercard Credit Card account;
- Access your Line of Credit for loan advancements by check;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments;
- Pay bills through Online Bill Pay from your share draft/checking;
- Place stop payments; and
- View cancelled checks.

#### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Online Banking Service:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **➔ *Additional Disclosures Applicable to Online Bill Pay Services***

#### **SYSTEM REQUIREMENTS**

To use Online Bill Pay services you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

## **RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

- Right to stop payment and procedure for doing so.  
If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at (818)846-1710 or (800) 622-3328 for Online Bill Pay Services or write to us 1800 W. Magnolia Blvd., Burbank, CA 91506, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- Notice of varying amounts.  
If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## **TRANSACTIONS AVAILABLE**

You may use your Online Bill Pay Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see scheduled pending payments or payments made over a specified time period.

## **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Online Bill Pay Service:

- The maximum you may withdraw per check is \$30,000;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop an electronic payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- Payments may not be processed if you are delinquent on any loans with the Credit Union.

## **METHODS AND RESTRICTIONS**

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

## **MEMBER RESPONSIBILITIES**

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

## **➡ *Additional Disclosures Applicable to Mobile Banking Services***

### **SYSTEM REQUIREMENTS**

Mobile Banking allows you convenient access to your account information 24 hours a day. To use the Mobile Internet Banking service, you must be enrolled in the Online Banking service, have access to your Member Number and access information, and have at least one of the following:

- A mobile phone with text messaging (SMS) capability;
- A mobile phone with Internet access; or
- A mobile device that allows the use of the Mobile Banking Application.

Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

## **TRANSACTIONS AVAILABLE**

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan account balance information;
- View account/loan account history;
- Transfer funds between your shares, share draft/checking, Lines of Credit or Mastercard Credit Card accounts; and
- Unsubscribe from the SMS feature of the Mobile Banking service.

## **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, Debit Card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **➔ *Additional Disclosures Applicable to Fund Transfers***

### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:30 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **SERVICE CHARGES/FEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

### **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

### **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

### **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearinghouse (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. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you 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 your account and you would be liable to repay the Credit Union.



## **NOTICE OF RECEIPT OF ACH FUNDS**

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 you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

### **Payment of Dividends (or Interest)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

## **B. MOBILE DEPOSIT DISCLOSURE AND AGREEMENT**

### **WHAT IS MOBILE DEPOSIT?**

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Gain Federal Credit Union Mobile Application and your mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

### **SYSTEM REQUIREMENTS**

To use Mobile Deposit, you must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. You must also have the Gain Federal Credit Union Mobile Application installed on your mobile device. The Gain Federal Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

### **REQUIREMENTS FOR ELECTRONIC IMAGES**

Prior to creating an Electronic Image of a check, you must add the words "For Deposit Only," "GFCU," your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items are not accepted for deposit through the Mobile Deposit service:

- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler's checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union's current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.
- Checks or items exceeding set maximum deposit limits.
- Items previously reported as unpaid.
- Items that are Demand Drafts, Insurance Drafts or other remotely created items.
- Items that are duplicate, irregular, have multiple payees or require double endorsement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit service as the Credit Union may establish from time to time. Failure to do so may result in your transaction(s) not being processed and/or the removal of the Mobile Deposit services.

## **TRANSACTION LIMITATIONS**

The maximum dollar amount you may deposit on any day is determined by your relationship with the Credit Union, which takes into consideration factors including, but not limited to, the number of accounts and services you have with the Credit Union and how long you have been a member. You will be notified of your daily deposit limitation upon logging into the Mobile Deposit service. We reserve the right to modify this limit from time to time.

## **PROCESSING ELECTRONIC IMAGES**

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable "Paying Bank"; (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

## **CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT**

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 4:00 p.m. Pacific Time on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays and holidays) will be credited to your account on the first (1st) business day after the day we receive your deposit. Deposits received after 4:00 p.m. Pacific Time on a business day the Credit Union is open will be credited on the second (2nd) business day after we receive your deposit. Funds that you deposit using the Mobile Deposit service may not be immediately available to you.

## **RECORD RETENTION**

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of sixty (60) days after you receive confirmation that your deposit has been accepted, as the Credit Union may require you to surrender the original check(s) for verification purposes. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

## **SERVICE AND MAINTENANCE**

We may periodically audit the Mobile Deposit services and infrastructure. From time to time, the Credit Union may disable the Mobile Deposit services without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at 1800 W. Magnolia Blvd., Burbank, CA 91506.

## **HOW TO NOTIFY US IN CASE OF ERRORS**

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (818) 846-1710 or (800) 622-3328, or write to us at 1800 W. Magnolia Blvd., Burbank, CA 91506. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Remote Deposit Capture service or designated accounts.

## **MEMBER WARRANTIES AND INDEMNIFICATION**

By using the Mobile Deposit service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.

- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Mobile Deposit service.

## TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING INSTRUCTIONS

### WHAT IS BACKUP WITHHOLDING?

Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

### PAYMENTS YOU RECEIVE WILL BE SUBJECT TO BACKUP WITHHOLDING IF:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9 for more information.

### WHAT IS FATCA REPORTING?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting below and the Instructions for the Requester of Form W-9 for more information.

### UPDATING YOUR INFORMATION

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9

#### NAME

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

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulation section 301.7701-2(c)(2)(iii). Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

#### EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on Form W-9.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete Form W-9 to avoid possible erroneous backup withholding.

**Exemption from FATCA reporting code.** The codes shown on Form W-9, Specific Instructions, Exemption from FATCA reporting code, identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting Form W-9 if you are uncertain if the financial institution is subject to these requirements.

#### PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

**If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.** However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

**Note.** See the chart for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

**Note.** Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

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

## PART II. CERTIFICATION

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the “Name” line must sign. Exempt payees, see Exempt payee code earlier.

1. **Signature requirements.** Complete the certification as indicated in items 1 through 5 below.
2. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
3. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
4. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
5. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
6. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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

## PRIVACY ACT NOTICE

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## SECURE YOUR TAX RECORDS FROM IDENTITY THEFT

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

#### **PENALTIES**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**WHAT NAME AND NUMBER TO GIVE THE REQUESTER**

<b>For this type of account:</b>	<b>Give name and SSN of:</b>
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
<b>For this type of account:</b>	<b>Give name and EIN of:</b>
7. Disregard entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal Entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships on page 1*.

\* Note. Grantor also must provide a Form W-9 to trustee of trust.

