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YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate account card and return it to our Member Services Representative. 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 "Certificate of Deposit" or "CD" 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 First Imperial Credit Union is \$5.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business. If you close your savings, checking or CD account before dividends are credited, you will not receive accrued dividends.

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our savings, checking and Certificate of Deposit accounts are stated on the Rate Schedule 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 of deposit 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.

Any member whose share balance falls below the par value of one share and has no outstanding loan balance may be transferred to inactive status. When an inactive member increases his or her share balance to the amount of one regular share, or borrows from the credit union, he or she shall cease to be an inactive member.

Any member who remains inactive for 3 consecutive months or who is convicted of a criminal offense, fails to carry out his or her contracts, agreements or obligations with the credit union or who refuses to comply with the provisions of the California Credit Union Law or these bylaws may be expelled from the membership of this credit union upon 15 days written notice.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. 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 credit committee, 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 credit committee.

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.

ABOUT OUR DEPOSIT ACCOUNTS

First Imperial Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our savings accounts are the Regular Savings, Rainy Day, Holiday Saver, Summer Saver, Kids Club, Money Market, and No Term IRA.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the savings accounts the dividend periods are 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 Rate Schedule.

TRANSACTIONS 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.

➔ *About Our Regular Savings and Rainy Day Accounts*

RATE INFORMATION

Our Regular Savings and Rainy Day Accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a savings account is \$5. You must maintain a minimum daily balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule to avoid closure and to avoid a service fee as stated on the Fee Disclosure.

➔ *About Our Holiday Saver Account*

RATE INFORMATION

Our Holiday Saver Account is designated as a fixed rate account on the Rate Schedule. These rates and yields will not change unless we notify you at least 30 days prior to any change.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Holiday Saver Account is \$50. You must maintain a minimum daily balance of \$50 to obtain the Annual Percentage Yield stated on the Rate Schedule to avoid closure and to avoid a service fee as stated on the Fee Schedule.

ACCOUNT LIMITATIONS

Only one Holiday Saver Account may be opened per membership.

TRANSACTION LIMITATIONS

The maximum amount you may deposit at account opening and at each subsequent calendar month is \$1,000. Your Holiday Saver Account may be opened at any time. No withdrawals may be made without penalty prior to November 1. If a withdrawal is necessary, you will be assessed the fee stated on the Fee Schedule. If your Holiday Saver is closed before dividends are credited, you will not receive accrued dividends.

➔ *About Our Summer Saver Account*

RATE INFORMATION

Our Summer Saver Account is designated as a fixed rate account on the Rate Schedule. These rates and yields will not change unless we notify you at least 30 days prior to any change.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Summer Saver Account is \$50. You must maintain a minimum daily balance of \$50 to obtain the Annual Percentage Yield stated on the Rate Schedule.

ACCOUNT LIMITATIONS

Only one Summer Saver Account may be opened per membership.

TRANSACTION LIMITATIONS

The maximum amount you may deposit at account opening and at each subsequent calendar month is \$1,000. Your Summer Saver Account may be opened at any time. No withdrawals may be made without penalty prior to July 1. If a withdrawal is necessary, you will be assessed the fee stated on the Fee Schedule. If your Summer Saver Account is closed before dividends are credited, you will not receive accrued dividends.

➔ *About Our Kids Club Account*

Our Kids Club Account is for eligible members ages 1 day to 12 years of age. Upon reaching the age of 12 years, the Kids Club Account will convert to a Regular Savings Account.

RATE INFORMATION

Our Kids Club Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Kids Club Account is \$5. You must maintain a minimum daily balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule to avoid closure.

➔ *About Our Money Market Account*

RATE INFORMATION

Our Money Market Accounts is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a Money Market Account is \$1,000. You must maintain a minimum daily balance of \$1,000 in your Money Market Account to obtain the Annual Percentage Yield stated on the Rate Schedule. If your balance falls below \$1,000, you will earn the Annual Percentage Yield for our Regular Savings Account stated on the Rate Schedule.

TRANSACTION LIMITATIONS

The minimum amount you may deposit is \$250. The maximum number of withdrawals you may make is three within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to closure.

➔ *About Our No Term IRA Account*

RATE INFORMATION

Our No Term IRA Account is designated as a variable rate account on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a No Term IRA Account is \$50. You must maintain a minimum daily balance of \$50 to obtain the Annual Percentage Yield stated on the Rate Schedule to avoid closure and to avoid a service fee.

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 Individual Retirement Account agreement and disclosure statement will be provided to you.

ABOUT OUR CHECKING ACCOUNTS

First Imperial Credit Union offers checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are: Regular Checking Account, Business Checking Account, Teen Checking Account, College eChecking Account, Non-Profit Checking Account, Loyalty Checking Account and Opportunity Checking Account.

➔ *About Our Regular Checking Account*

RATE INFORMATION

The Regular Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must maintain a minimum balance of \$500 in your Regular Checking Account to avoid a service fee. If during any time your Regular Checking Account balance falls below the required minimum, your account will be subject to the monthly service fee stated on the Fee Disclosure.

ACCOUNT LIMITATIONS

The Regular Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Regular Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ *About Our Business Checking Account*

RATE INFORMATION

The Business Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

Our Business Checking Account is subject to the monthly service fee stated on the Fee Disclosure.

ACCOUNT LIMITATIONS

The Business Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Business Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ *About Our Teen Checking Account*

Our Teen Checking Account is for eligible members ages 13 to 17 years of age. Upon reaching the age of 18 years, the Teen Checking Account will convert to a Regular Checking Account. A parent or guardian must be a joint signer on the account.

RATE INFORMATION

The Teen Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

No minimum balance is required.

ACCOUNT LIMITATIONS

The Teen Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Teen Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ ***About Our College eChecking Account***

Our College eChecking Account is eligible for members ages 16 to 24 years of age. Upon reaching the age of 24 years, the College eChecking will convert to a Regular Checking Account. A parent or guardian must be a joint signer on the account if under the age of 18.

RATE INFORMATION

The College eChecking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

No minimum balance is required.

ACCOUNT LIMITATIONS

The College eChecking is an electronic (no paper checks) access account with eStatements. Account will be closed if the balance remains at zero and there has been no activity for six (6) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the College eChecking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ ***About Our Non-Profit Checking Account***

RATE INFORMATION

The Non-Profit Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

Our Non-Profit Checking Account is subject to the monthly service fee stated on the Fee Disclosure.

ACCOUNT LIMITATIONS

The Non-Profit Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Non-Profit Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ ***About Our Loyalty Checking Account***

RATE INFORMATION

The Loyalty Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

You must maintain a recurring direct deposit into the account to avoid the monthly service fee as stated on the Fee Disclosure. If there is no direct deposit into the account for sixty (60) days or more, the Loyalty Checking Account will convert to the Regular Checking Account.

ACCOUNT LIMITATIONS

The Loyalty Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Loyalty Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

➔ ***About Our Opportunity Checking Account***

The Opportunity Checking Account is available to eligible members who have a record reported to a consumer reporting agency.

RATE INFORMATION

The Opportunity Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open your Opportunity Checking Account is \$50. A monthly service fee as stated on the Fee Disclosure will be assessed to the account.

ACCOUNT LIMITATIONS

The Opportunity Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Opportunity Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open your Opportunity Checking Account is \$50. A monthly service fee as stated on the Fee Disclosure will be assessed to the account.

ACCOUNT LIMITATIONS

The Opportunity Checking Account will be closed if the balance remains at zero and there has been no activity for three (3) consecutive months.

If there is a negative balance or non-sufficient (NSF) activity on the Opportunity Checking Account for a period of 30 days, the account will be closed and reported to a consumer-reporting agency.

ABOUT OUR CERTIFICATE OF DEPOSIT ACCOUNTS

First Imperial Credit Union's CD accounts let you deposit your money for a specified period of time. Our accounts are the Certificate of Deposit and IRA CD.

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 Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

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 share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The CD account is part of a pension plan which qualifies or is qualified for 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.

RATE INFORMATION

Our share certificate accounts are designated as fixed rate accounts on the Rate Schedule.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the share certificate 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, and for the example is February 1.

➔ *About Our Certificate of Deposit Accounts and IRA CD Accounts*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required to open a CD Account is \$500; the minimum deposit required to open a Jumbo CD is \$100,000. You must maintain a minimum daily balance of \$500, and one hundred thousand dollars (\$100,000) for a Jumbo CD, to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

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. If you withdraw the funds from your share certificate during the grace period, you will not receive accrued dividends.

ACCOUNT LIMITATIONS

You may not withdraw principal from this account until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends from your account and make deposits of \$500 or more to your account at anytime. Additional deposits made into the account during the term will not extend the maturity date or increase the rate.

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:

1. If the qualifying period is one year or less, the member shall forfeit an amount equal to
 - a) All dividends for 90 days on the amount withdrawn, or
 - b) All dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, or
 - c) If a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.
2. If the qualifying period is one year or greater, the member shall forfeit an amount equal to
 - a) All dividends for 180 days on the amount withdrawn, or
 - b) All dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, or
 - c) If a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, 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 Individual Retirement Account agreement and disclosure statement will be provided to you.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time "Agreement" sets forth the terms and conditions governing the use of the First Imperial Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by First Imperial Credit Union is given below, followed by specific disclosure information for each service. First Imperial 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 Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by First Imperial Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to First Imperial Credit Union.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will 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 should be memorized-DO NOT write it on your ATM/Debit Card or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

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 VISA® DEBIT CARDS

Tell us AT ONCE if you believe your Visa 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 Visa 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 VISA DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions or Visa Purchasing Card Transactions, Anonymous Visa Prepaid Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, 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, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

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

If you believe your ATM/POS/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 (760) 352-1540, or write to us at P.O. Box 3247, El Centro, CA 92244. For Visa Debit Card after hours assistance please call 1-800-754-4128.

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 Saturday, excluding holidays. The Credit Union business hours are as follows:

- Monday, Tuesday, and Thursday: 9:00 a.m. to 5:00 p.m.;
- Wednesday: 10:00 a.m. to 5:00 p.m.;
- Friday: 9:00 a.m. to 6:00 p.m.; and
- Saturday 9:00 a.m. to 1:00 p.m. (El Centro)

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your share or 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 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 (760) 352-1540 or write us at P.O. Box 3247, El Centro, CA 92244 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 or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business

days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) 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 account. A checking account must be maintained to have ATM Card and/or Debit Card access. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule 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. All address changes must be submitted to the Credit Union in writing. 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, 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 or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/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 Card, Debit Card, PIN or account; or
- c) you or any authorized user of your ATM/Debit Card, PIN or account request that we do so.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your Account. Some 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.

WAIVER OF RIGHTS

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

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement 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 this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

➔ *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 (760) 352-1540 or toll-free at (877) 352-1540, or call the Audio Response Services at (888) 362-2093, or visit our website at www.ficu.com and log on to FICU Online Home Banking Services, 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 pre-authorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

a) 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 (760) 352-1540, or write to us at P.O. Box 3247, El Centro, CA 92244, 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.

b) 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 checking account;
- Make loan payments;
- Pay bills directly from your share/savings or 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 checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your 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 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 First Imperial 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 VISA Debit Card issued by First Imperial Credit Union for use of an electronic terminal operated by First Imperial Credit Union.

TRANSACTIONS AVAILABLE

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

- Make deposits to your share or checking account;
- Withdraw cash from your share or checking account or make loan advances;

- Transfer funds between your share, checking accounts and loan account;
- Make loan payments;
- Account balance inquiries are available.

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 up to \$500, POS transactions up to \$1000 and up to \$2000 credit transactions each 24-hour period as long as your available balance will cover the transaction.

For Opportunity Checking Account holders, you may make ATM cash withdrawals up to \$200 POS transactions up to \$500 and up to \$300 credit use each 24-hour period 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/Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/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.

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 ATM/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/Debit 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/Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

➔ *Additional Disclosures Applicable to Audio Response (Quick Teller)*

TRANSACTIONS AVAILABLE

You may use the Audio Response Service to perform the following transactions:

- Request a check withdrawal from your savings, checking account, or Line of Credit;
- Transfer funds between your savings, checking accounts, or Line of Credit
- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date, and amount;
- Obtain clearance of specific checks;
- Access Line of Credit for loan advances by check;
- Make loan payments via transfer;
- Change the language used; and
- Change your audio access code

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

➔ ***Additional Disclosures Applicable to FICU Mobile Banking Services***

SYSTEM REQUIREMENTS

FICU Mobile Banking App allows convenient access to our account information 24 hours a day. To use the FICU Mobile Banking App, you must have a mobile device with the ability to download the FICU Mobile Banking application, data service and be signed up for Online Home Banking Services.

TRANSACTIONS AVAILABLE

You may use your FICU Mobile Banking App to perform the following transactions:

- Obtain account balance information;
- Transfer funds between your savings, checking, Line of Credit, or other designated Credit Union savings accounts;
- Remote mobile deposit; and
- Access Bill Pay to: make one-time or schedule payments and view Bill Pay history.

LIMITATIONS ON TRANSACTIONS

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

- Non-profit, Opportunity and Business account types are not eligible for Mobile Deposits.
- For Mobile Deposits: 1) College e-Checking account type may not have more than 3 items per day; \$500 maximum amount per item with \$750 maximum deposit per day; and not totaling more than \$3500 per 30 days. 2) Savings account type may not have more than 5 items per day; \$1000 maximum amount per item with \$1250 maximum deposit per day; and not totaling more than \$5000 per 30 days. 3) Regular checking account type may not have more than 10 items per day; \$2000 maximum amount per item with \$4000 maximum deposit per day; and not totaling more than \$10,000 per 30 days. 4) Loyalty checking account type may not have more than 10 items per day; \$5000 maximum amount per item with \$7500 maximum deposit per day; and not totaling more than \$10,000 per 30 days.

➔ ***Additional Disclosures Applicable to FICU Online Home Banking Services***

SYSTEM REQUIREMENTS

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

TRANSACTIONS AVAILABLE

You may use your FICU Online 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 or checking;
- Transfers funds between your savings, checking, Line of Credit, or other designated Credit Union accounts;
- Transfer funds from your Line of Credit to your; and
- Download transaction information to personal financial management software from your checking

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Credit Union's FICU Online Home 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 Visa® Debit Card Services***

ISSUANCE OF CARD

“Card” means the First Imperial Credit Union Visa Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Visa Debit Card.

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

You may make ATM cash withdrawals up to \$500 or POS transactions up to \$1000 each 24-hour period as long as your available balance will cover the transaction. You may make Visa Debit Card transactions up to \$2,000 in each 24-hour period as long as your available balance will cover the transaction.

For Opportunity Checking Account holders, you may make ATM cash withdrawals up to \$200 or POS transactions up to \$500 each 24-hour period as long as your available balance will cover the transaction. You may make Visa Debit Card transactions up to \$300 in each 24-hour period as long as your available balance will cover the transaction.

Purchases made above the floor limit of the merchant will require an authorization number from Visa.

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.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your Account and another account you have with the Credit Union; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail, telephone or online from places that accept Visa Debit Cards; and
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network.

Some of these services may not be available at all terminals. The Visa Debit Card may not be used for vehicle rental services.

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 VISA 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 Debit Card transaction, it will put a hold on an equivalent amount of funds in your checking account for two days.

All Debit 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 VISA DEBIT CARD

You agree that your Visa 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 harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

All Debit 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 Debit Card.

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.

FOREIGN TRANSACTIONS

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

➔ *Additional Regulations Relating 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 1:30 p.m. (PST) 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.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check 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 the funds are available, you can withdraw them in cash and we will use them 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 2:00 p.m. 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 2:00 p.m. 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. The first \$200 of your deposits may 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 \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 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 \$5,000 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 9th 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 will not be available until the fifth business day after the day of your deposit. This rule does not apply at the ATM's that we own or operate. The ATM's that we own or operate are located at (1) 123 W. Barioni Blvd., Imperial, California or (2) 1602 W. Main St., El Centro, California or (3) 409 W. Main St., Brawley, California or (4) 1010 E. Cole Blvd., Calexico, California. All ATM's that we own or operate are identified as our machines.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

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 share, share draft, 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 of deposit, trust, totten trust or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

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 and 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.

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.

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.

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.

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.

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 possible future credit opportunities 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.

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 First Imperial Credit Union, P.O. Box 3247, El Centro, CA 92244, 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.

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.

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.

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. The Credit Union may also apply the funds held in a joint account to cover any amount owing to the Credit Union by any individual Account Holder(s). 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 as to Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

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).

➔ *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 share draft 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.

SUBSTITUTE CHECKS AND YOUR RIGHTS DISCLOSURE

What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone at (760) 352-1540 or by mail, P.O. Box 3247, El Centro, CA 92244. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

OVERDRAFTS

The Credit Union is under no obligation to pay a check which exceeds the 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.

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 (760) 352-1540.

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 CHECKS

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 share 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 share account if, as a result of such charge, that share 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.

OVERDRAFT PRIVILEGE SERVICE

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor drafts for which there are insufficient funds. This is the Credit Union's Overdraft Privilege Program. The Credit Union provides the Overdraft Privilege Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

Qualifications

To be eligible for the Overdraft Privilege Program, you must meet all of the following criteria:

- Must be a member in good standing;
- Checking accounts must be opened for a minimum of sixty (60) days. For business checking accounts, the account must be opened for a minimum of sixty (60) days;
- Cannot be delinquent on any loans with the Credit Union;
- Member's account must not have any levies, garnishments, or bankruptcies;
- Must maintain an active checking account;
- Must be a member 18 years of age or older;
- Account must not be classified as dormant; and
- Account has not had a zero or negative balance for more than thirty (30) days.

Description of Service

By participating in the program, the Credit Union may honor overdrafts, including checks, automated debits (ACH), ATM withdrawals, point-of-sale (POS) transactions, telephonic debits and Online Banking transactions.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM withdrawal or debit card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawal or debit card purchases, contact us at (760) 352-1540 or write to us at P.O. Box 3247, El Centro, CA 92244. Complete the Overdraft Consent Form and return it to any Credit Union branch or mail it to us at the address shown. The Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Overdraft Privilege fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$300, including the Overdraft Privilege fee.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty (30) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within thirty (30) 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.

The Overdraft Privilege Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Overdraft Privilege Service is described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Overdraft Privilege service.

The Overdraft Privilege Program service is a discretionary privilege offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Overdraft Privilege Program, you must inform the Credit Union by sending written notice to First Imperial Credit Union, P.O. Box 3247, El Centro, CA 92244.

➤ ***Certificate of Deposit Account Agreement***

PLEDGING OF FUNDS

Certificate of Deposits may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares 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.



BRANCH LOCATIONS

El Centro Office

1602 W. Main St.
El Centro, CA 92243
(760) 352-1540

Brawley Office

409 W. Main St.
Brawley, CA 92227
(760) 351-2988

Calexico Office

2534 Rockwood Ave. Unit 1A
Calexico, CA 92231
(760) 357-5117

CORRESPONDENCE

P.O. Box 3247
El Centro, CA 92244
(877) 352-1540
www.ficu.com

CREDIT UNION ROUTING NUMBER

322276305

