

# Membership and Account Agreement

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Business

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# TABLE OF CONTENTS

	Page
<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	2
Membership and Account Agreement Overview .....	2
General Terms and Conditions .....	2
Exclusive Dispute Resolution .....	2
Disclaimer of Warranties .....	2
Assumption of Risk .....	2
Limitation of Liability .....	2
Agreement .....	3
Membership .....	3
Bylaws .....	3
Liability .....	3
Important Information About Procedures for Opening a New Account .....	3
Deposits .....	3
Withdrawals .....	4
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees .....	4
Business, Organization and Association Accounts .....	5
Stop Payments .....	5
Telephone Transfers .....	5
Amendments and Termination .....	5
Correction of Clerical Errors .....	5
Notices .....	5
Statements .....	5
Account Transfer .....	5
Reimbursement of Federal Benefit Payments .....	5
Right to Repayment of Indebtedness .....	5
Restrictive Legends or Indorsements .....	5
Facsimile Signatures .....	5
Check Processing .....	5
Check Cashing .....	5
Fictitious Business Name Accounts .....	6
Unclaimed Property Notice .....	6
Indorsements .....	6
Death or Incompetence .....	6
Fiduciary Accounts .....	6
Credit Verification .....	6
Legal Actions Affecting Your Account .....	6
Account Security .....	6
Instructions From You .....	6
Monitoring and Recording Telephone Calls and Account Communications .....	6
Claim of Loss .....	6
Early Withdrawal Penalties .....	7
Changes in Name and Contact Information .....	7
Resolving Account Disputes .....	7
Waiver of Notices .....	7
Truncation, Substitute Checks, and Other Check Images .....	7
Remotely Created Checks .....	7
Unlawful Internet Gambling Notice .....	7
International ACH Transactions .....	7
Pledges .....	7
Power of Attorney .....	7
Stale-Dated Checks .....	7
NCUA Insurance .....	7
Unclaimed Property .....	7
Cash Transaction Reporting .....	7
Backup Withholding/TIN Certification .....	7
Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks .....	7
Changing Account Products .....	7
Transactions by Mail .....	7
Check Storage and Copies .....	7
Membership Eligibility .....	7
Funds Transfers .....	7
<b>FUNDS AVAILABILITY YOUR ABILITY TO WITHDRAW FUNDS</b> .....	8
<b>SPECIFIC ACCOUNT DETAILS</b> .....	8
Common Features .....	8
Business Basic Share Account .....	8
Business Preferred Checking Account .....	8
Money Market Account .....	9
Peak Money Market Account .....	9
IOLTA Checking Account .....	9
Business Preferred Plus Checking Account .....	9
Special Shares Account .....	9
Share Certificate Account .....	9
Mini-Jumbo Certificate Account .....	10
Jumbo Certificate Account .....	10
Super Jumbo Certificate Account .....	11

# TERMS AND CONDITIONS OF YOUR ACCOUNT

## MEMBERSHIP AND ACCOUNT AGREEMENT OVERVIEW

Thank you for choosing CoastHills Credit Union as your financial partner.

We're committed to transparency and to helping you get the most of your membership. This Membership and Account Agreement outlines important information about your business account, as well as the products and services we offer. Please review it carefully and keep it for your records.

This Membership and Account Agreement - Business (this "Agreement" or "agreement") is entered into between you the Member ("Member," "you," "your," and other like terms) and CoastHills Federal Credit Union ("CoastHills," "we," "us," "our," "financial institution," "credit union" and other like terms). This Agreement covers key terms, conditions, and disclosures applicable to you and your accounts at CoastHills and incorporates any other terms, conditions, disclosures, and agreements that may be disclosed or supplied to you. Non-deposit products, such as loans and other non-deposit products, have terms and conditions specifically designed for those products and those terms and conditions control for those products and related services; even so, this Agreement's terms, conditions, and provisions apply in those instances, as applicable. For account fees, refer to the Business Fee Schedule, or any other fee disclosure provided by us. If any provision of this Agreement is found to be unenforceable under a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

You agree that you have reviewed, understand, and agree to this Agreement by opening an account with us, providing an electronic or written signature card or other agreement or contract, or continuing to hold an account with us. This Agreement and associated terms and conditions may be changed, modified, or supplemented by us, and if so, you agree that this Agreement as changed, modified, or supplemented is still binding between you and us for your deposit account, any other account with us, and any other relationship with us.

Although you should read this Agreement in its entirety, key sections that follow are: General Terms and Conditions; Membership; Understanding and Avoiding Overdraft and Non-Sufficient Funds (NSF) Fees; Funds Availability and Your Ability to Withdraw Funds; and Specific Account Details.

## GENERAL TERMS AND CONDITIONS

**EXCLUSIVE DISPUTE RESOLUTION** - You and CoastHills agree that the exclusive mechanism to resolve any dispute, controversy, cause of action, claim, or any other matter seeking damages or injunctive relief, or any other relief (hereinafter "Dispute") arising out of or relating to this Agreement, or any other CoastHills agreement, relating to your accounts, or other products or services offered by us to you, or any other aspect of your relationship with us, will be as provided for in this Exclusive Dispute Resolution section. For non-deposit products, such as loans, there may be other types of recourse or legal proceedings which we utilize which are permissible, and do not interfere with the elections or terms herein. To resolve a Dispute, you agree that you will provide us with reasonable notice, in writing, which describes the reason for the Dispute, the relief sought, and adequate supporting information. This Exclusive Dispute Resolution agreement provision applies to any and all Disputes you may have even if the Dispute relates to conduct that occurred prior to this Agreement being issued.

**Informal dispute resolution** - We hope to resolve any Dispute informally, and you agree to contact us so that we may understand your Dispute and accomplish an informal resolution of the Dispute wherein such a resolution is reasonably possible.

**Mediation** - If we cannot resolve the Dispute informally, CoastHills may elect to resolve the Dispute through Mediation, in lieu of Arbitration. If we elect to resolve the Dispute through mediation, the Dispute shall be referred to an agreed-to mediation service or mediator. CoastHills will initially seek the independent mediation service or mediator through a referral from the Santa Barbara County Bar Association, or the American Arbitration Association's mediation referral service. If mediation is elected by us, you agree to provide us and the mediation service or mediator a written document setting forth the subject of the Dispute and the relief requested. Both you and we agree that we will use reasonable efforts in participating in the mediation.

**Arbitration** - If we cannot resolve the Dispute utilizing either the informal or mediation processes described above, either you or we may elect to commence binding and final arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for commercial disputes (the "Arbitration Rules"), whether such Dispute is based in contract, tort, statute, or otherwise. If you or we elect to resolve any Dispute through Arbitration, neither you nor we will have the right to litigate the Dispute in a court of competent jurisdiction, whether it be a trial before a judge or jury.

The number of arbitrators shall be agreed to by you and us, considering the complexity of the matter and dollar amount in Dispute. If we cannot agree on the number of arbitrators, we agree to default to the Arbitration Rules. Terms in this section may exclude certain proceedings provided for in the Arbitration Rules, and both you and we agree that this section's provisions control.

**THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. YOU AND WE AGREE TO RESOLVE ANY PARTICULAR DISPUTE THROUGH ARBITRATION PROVIDED THAT ATTEMPTS TO RESOLVE THE DISPUTE THROUGH INFORMAL PROCESSES ARE UNABLE TO BE ACCOMPLISHED OR MEDIATION IS NOT ELECTED BY US OR IS NOT ABLE TO BE ACCOMPLISHED. YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS, YOUR RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION (INCLUDING BUT NOT LIMITED TO CLASS ACTION LITIGATION OR CLASS ARBITRATION), AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.**

The Federal Arbitration Act set forth in Title 9 of the U.S. Code shall be the choice of law for any arbitration, and it shall be applied to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Dispute at issue.

**Class action and class arbitration waiver** - All Disputes will proceed on an individual basis on behalf of you the named party only. Disputes may not be arbitrated on a class or representative basis. Neither you nor we may act as a class representative nor participate as a member of a class of claimants with respect to any Dispute. You agree not to bring a Dispute against us on behalf of any other person, and you agree that no other person may bring a Dispute against us on your behalf. Unless we agree, the arbitrator(s) may not consolidate or join the claims of other people who may be similarly situated. If the terms of this Class Action and Class Arbitration Waiver subsection are found to be unenforceable with respect to a Dispute, then such Dispute may, at our election, be arbitrated on a class or representative basis or litigated in court.

You agree to arbitrate any Dispute solely on an individual basis, and that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Any arbitration proceeding may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding and may not order a class arbitration. Notwithstanding the arbitrator(s) power under the AAA rules, the arbitrator(s) has no power to rule on the validity or enforceability of the Agreement to arbitrate solely on an individual basis. If in the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of this section remain in force.

**Fees and costs** - Whether mediation or arbitration, you agree that you will pay all fees and costs you are responsible for the mediation process, or in the instance of arbitration pursuant to the Arbitration Rules. We agree that we will pay all fees and costs that we are responsible for mediation, or pursuant to the Arbitration Rules. Notwithstanding anything to the contrary in the Arbitration Rules, each party will pay its own attorneys', expert and other fees not covered by the Arbitration Rules, unless awarded by the arbitrator under applicable law.

**Place and Language** - The place of either mediation or arbitration shall be in the city of Santa Maria, California, or if a place is unavailable, then within the County of Santa Barbara, California. The language of either mediation or arbitration shall be in English.

**Specific dispute resolution limitations of liability** - If a mediator or arbitrator(s) finds that we are liable to you in connection with your Dispute, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six-month period immediately preceding the event giving rise to our alleged liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law. In no event will you be able to recover from us any special, consequential, exemplary, indirect or punitive damages or losses of any kind, even if you advise us of the possibility of such damages or losses.

**Confidentiality** - You agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of either a mediation by either you or us, our agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving you and us, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

In the case of arbitration, notwithstanding anything to the contrary in the Arbitration Rules, you agree that the filing of arbitration, the arbitration proceeding, any documents exchanged or produced during the arbitration proceeding, any briefs or other documents prepared for the arbitration, and the arbitral award shall all be kept fully confidential and shall not be disclosed to any other party, individual, or other entity except to the extent necessary to enforce this Agreement's provisions, arbitral award or other rights of you and us, or as required by law or court order. This confidentiality provision does not foreclose the AAA from reporting certain commercial arbitration case information as required by state law.

**Severability** - If any term or provision herein is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Survival** - This Exclusive Dispute Resolution agreement inclusive of all terms, including but not limited to mediation or arbitration, will survive the termination of this Agreement, including any account agreements.

**Additional terms and information** - The arbitration provisions do not apply to members who qualify as a covered member under the Military Lending Act and regulation (the "MLA"). The MLA provides that a member of the armed forces who is serving on active duty, active guard or reserve duty, or is the dependent of such person is covered by the MLA. You may bring a Dispute brought individually within Small Claims Court jurisdiction, so long as the Dispute matter remains in Small Claims Court.

You may obtain more information from the AAA. See [www.adr.org](http://www.adr.org) or call the AAA at (800) 778-7879.

**DISCLAIMER OF WARRANTIES** - OUR SERVICES ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTY WHATSOEVER OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR WARRANTY AGAINST INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. ADDITIONALLY, WE DO NOT WARRANT THAT OUR SERVICES WILL BE UNINTERRUPTED OR WITHOUT ERROR, INCLUDING BUT NOT LIMITED TO ERRORS OR FAILURES CAUSED BY MALFUNCTIONS, COMPUTER VIRUSES, OR OTHER LIKE DISRUPTIVE ELEMENTS. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION CONTAINED IN CONNECTION WITH OUR SERVICES.

Some types of products, services or transactions may have additional or augmented warranty terms and conditions tailored to that product, service, or transaction type, and those terms are incorporated herein; however, if in the instance that any term or provision may conflict with this section or Agreement, then the term or provision most favorable to us shall control.

**ASSUMPTION OF RISK** - You assume all risks of the use, results, and performance of our services. We are not responsible for any errors or failures caused by the malfunction of any of our services, systems or processes. We are not responsible for or liable for any computer viruses caused by or introduced using our services, systems or processes. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

**LIMITATION OF LIABILITY** - IN NO EVENT SHALL COASTHILLS OR ANY OF ITS REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, DIRECTORS, VOLUNTEERS, AND THIRD PARTIES BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED

DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OR BY REASON OF OR SERVICE PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY IN CONTRACT, TORT, OR OTHERWISE UPON WHICH THE CLAIM OR POTENTIAL CLAIM IS BASED. THIS LIMITATION SHALL APPLY WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSSES OR DAMAGES WAS KNOWN BY EITHER YOU OR US. THIS SHALL APPLY EVEN IF THE REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

The Overview section and the General Terms and Conditions, are not intended to and do not conflict with any terms, conditions and provisions hereafter supplied under the Terms and Conditions of Your Account, including but not limited to those sections and provisions that concern liability or your agreement to assume liability or costs, including but not limited to the section paragraph titled "Liability," below. We reserve the right to refuse to accept deposits, or provide any other product or service, in accordance with our policies and procedures, as well as applicable laws and regulations.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**MEMBERSHIP** - You must be within our field of membership to be eligible to establish membership with us. Membership is granted to applicants within CoastHills Federal Credit Union's common bond as outlined in the credit union's Charter and Bylaws:

- Occupational Eligibility: Obtained through being a current employee, student, or retiree with a qualified employer or school.
- Association Eligibility: Obtained through being an employee, retiree, current member, or becoming a member in a qualified association.
- Immediate Family Eligibility: Obtained through having an immediate family member who is an existing CoastHills member. For the purposes of membership eligibility, "Immediate Family" is defined as spouse, child, sibling, parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, and adoptive relationships. Spouses of members who died within the CoastHills field of membership are also eligible for membership.
- Household Eligibility: Obtained through sharing a household with someone who is a CoastHills member. "Household" is defined as persons living in the same residence and maintaining a single economic unit.
- Organization Eligibility: Obtained through an organization or organizations composed exclusively of persons who are within the field of membership of the credit union or qualify for membership. This means, for example, all the stockholders of the corporation or all the partners of the partnership qualify for membership.
- Members of record of CoastHills Federal Credit Union as of January 8, 2024, the effective date of the federal charter conversion.

Upon verification of eligibility, application approval, and purchase of one share (\$5.00), a basic share (savings) account will be established in your name, indicating that you are a member-owner of CoastHills Federal Credit Union. Each member must purchase and maintain at least one share in a share account that names the member as the sole or primary owner. Being named as a joint owner of a joint account is not sufficient to establish membership. You agree that accounts opened via online or mobile channels are opened in California.

**Duties of Membership.** By signing a signature card and/or opening or continuing to hold an account with us, you agree to be governed by the Bylaws, rules, regulations, and practices of CoastHills Federal Credit Union and any existing or future amendments thereto, and by the federal and state laws applicable to credit unions. A copy of the Bylaws is available for inspection at our corporate headquarters in Santa Maria, CA. We ask that you notify us in advance if you wish to inspect the Bylaws so that we can make suitable arrangements for you to do so. Membership with CoastHills comes with certain ongoing obligations and responsibilities. For example, you may not use or try to use your account or any of our products and services for any unlawful transaction or engage in any activity that misuses our products or services or is deemed by us to be unusual, fraudulent, dishonest, deceptive, or destructive to CoastHills or its property. Engaging in such activities may result in limitation of services, closure, and/or expulsion, as described below. You must honor your contracts, agreements, and obligations with us and act with civility in all dealings with CoastHills Board of Directors, officers, and employees. In addition, you must keep us informed of your current address.

#### **Member Conduct and Limitation of Services**

**Member in Good Standing:** A member is in good standing if they have not engaged in conduct that triggers the for-cause criteria below. Members in good standing retain all their rights and privileges in the credit union. A member not in good standing may be subject to a policy that limits credit union services. A member not in good standing is one who has engaged in any of the conduct related to the for-cause expulsion. In the event of a suspension of service, the member will be notified which accounts or services have been discontinued. Subject to the applicable limitation of services policy approved by the Board of Directors, members not in good standing retain their right to attend, participate, and vote at the annual and special meetings of the members and to maintain a share account. We may terminate your membership in CoastHills Federal Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is through a nonparticipation policy, given to each member, that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the Board of Directors of the Credit Union for cause.

**Cause is defined as follows:** (A) a substantial or repeated violation of our Membership Application and Truth in Savings Disclosure; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

**Dangerous or abusive behavior includes the following:** violence, intimidation, physical threats, harassment, or physical or verbal abuse of officials or employees of CoastHills, members, or agents of CoastHills. This only includes actions while on CoastHills premises or otherwise related to CoastHills activities, and through use of telephone, mail, email, or other electronic method; behavior that causes or threatens damage to CoastHills property; or unauthorized use or access of CoastHills property. "Dangerous or abusive behavior" does not include expressions of frustration with CoastHills or its employees through elevated volume and tone; expressions of intent to seek lawful recourse, regardless of perceived merit; or repeated interactions with CoastHills employees.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: 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 documents. In addition on legal entity accounts, we will require identification on beneficial owners and controlling person.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on

final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Privilege Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Non-Sufficient funds (NSF) fees** - If the available balance (as defined above) in your account is not sufficient to cover an item, there is a charge for the item to be returned unpaid due to insufficient funds. This charge is called a Non-Sufficient Funds Fee. In this instance, there will be a fee charged on the first presentation of a transaction, where there are either insufficient funds to cover the item, or the item overdraws the account. A Non-Sufficient Funds Fee will not be charged for a representation of that item of that same transaction. We may use the terms "item" and "transaction" interchangeably. See the Business Fee Schedule for more information.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - 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. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Note that items may not be processed in the order they are received. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law regardless of whether additional fees result.

Our general policy is to post items throughout the day and to post ACH credits before debits. ACH debits are posted from lowest to highest dollar amount. ACH transactions awaiting settlement are posted with the nightly process. Drafts (paper checks) are posted in order by draft number. POS and ATM transactions are posted in real time. Signature based transactions generally post at any time following authorization.

It is important to understand that transactions are generally not processed in the order in which they occurred. We receive deposit and withdrawal transactions in many different forms. Some items are received by us individually and others are received in batches throughout each day. Examples of items that we currently receive individually include debit card transactions, ATM withdrawals and teller transactions. These individual items are generally posted to your account as they are received by us each Business Day. Examples of items that we currently receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We generally post batched transactions as they are received by us throughout each Business Day.

We may change the timing and posting order of when items are posted during the day and whether they are posted individually or in batches any time without notice to you, except to the extent limited by law.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of our bylaws or to this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - We are not required to honor any restrictive legend or restrictive indorsement on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

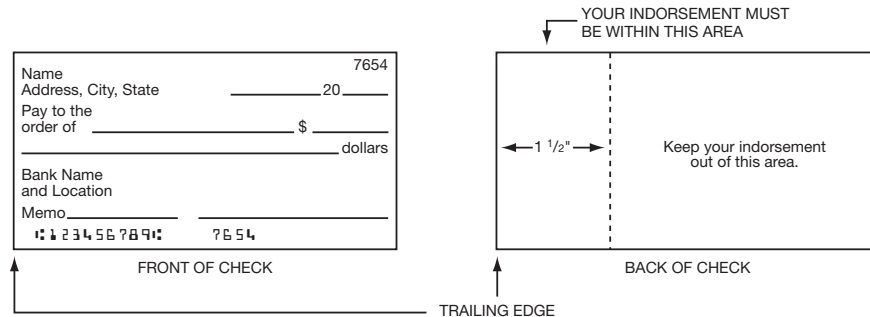
**FICTITIOUS BUSINESS NAME ACCOUNTS** - If you hold an account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name. "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the Secretary of State is a fictitious business name.

**UNCLAIMED PROPERTY NOTICE** - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### **ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving

us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of loss, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**MEMBERSHIP ELIGIBILITY** - You may be eligible to join this Credit Union if you meet and adhere to the terms in the membership section above.

**FUNDS TRANSFERS** - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and

number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. In addition to the terms provided herein, CoastHills's Funds Transfer Agreement ("Funds Transfer Agreement," which may also be titled "Business Services Funds Transfer Agreement," or similar variant), and any of its exhibits, addendums, appendices, security procedures, forms, or any other associated documents and agreements, is incorporated herein by reference. If any term or condition in this Agreement conflicts with the Funds Transfer Agreement, the Funds Transfer Agreement shall control.

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## FUNDS AVAILABILITY YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings or share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Savings accounts and share savings accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 closing 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 closing 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

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive 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 \$275 of your deposits, however, will be available on the same day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, 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.

**Safeguard exceptions.** 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 \$6,725 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 seventh 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 \$6,725 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 same day as 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 \$6,725 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 \$6,725 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 seventh business day after the day of your deposit.

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## SPECIFIC ACCOUNT DETAILS

### COMMON FEATURES

#### Bylaw requirements:

You must complete payment of one share in your Business Basic Share account as a condition of admission to membership.

If you do not complete payment of one share in your Business Basic Share account on the same day as admission to membership, or within 60 days of the increase in the par value of one share, or increase the balance to at least the par value of one share within 60 days when another share balance reduces below the par value, you may be terminated from membership. The par value of a share is \$5.00. For all account types listed below, see the current Deposit Rate Sheet for the applicable Annual Percentage Yields and Dividend Rates to obtain the applicable account's disclosed annual percentage yield (APY) and dividend rate. The APY, which is expressed as an annualized rate, measures the total amount of dividends paid on an account based on the dividend rate and the frequency of compounding. The dividend rate is the declared or prospective dividend rate (interest rate) paid on an account, which does not reflect compounding. For accounts earning dividends, other than term share accounts, dividends are paid from current income and available earnings, after required transfers to reserves, at the end of a dividend period. Any divided computation method provided below describes how the dividend rate is calculated. Fees may apply, see the current Business Fee Schedule for fee information. Fees may reduce earnings. Some account types below may be tiered-rate accounts, which means it is an account that has two or more dividend rates that are applicable to specified balance levels. For tiered-rate accounts, two different tiered-rate methods may be used to calculate the application of the APY and the dividend rate. See the current Deposit Rate Sheet for the applicable APY, dividend rate, and tiered-rate method.

### BUSINESS BASIC SHARE ACCOUNT

#### Rate Information (variable rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance to open the account** - The minimum balance required to open this account is \$5.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

#### Transaction limitations:

The maximum number of shares you can own in this account is one.

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

#### Par value of a share:

The par value of a share in this account is \$5.00.

### BUSINESS PREFERRED CHECKING ACCOUNT

**Dividend Information:** No dividends are paid on this account.

**Minimum balance to open the account:** The minimum balance required to open this account is \$100.00.

**Transaction limitations:** No transaction limitations apply to this account.

**Fees and charges:** Refer to the Business Fee Schedule for current fees.

## MONEY MARKET ACCOUNT

### Rate Information (tiered-rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. This Account is a tiered-rate account. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield, Dividend Rate, and tiered-rate method.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance to open the account** - The minimum balance required to open this account is \$5,000.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$5,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### Transaction limitations:

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

## PEAK MONEY MARKET ACCOUNT

### Rate Information (tiered-rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. This Account is a tiered-rate account. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield, Dividend Rate, and tiered-rate method.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance to open the account** - The minimum balance required to open this account is \$25,000.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$25,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### Transaction limitations:

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

**Fees and charges:** Refer to the Business Fee Schedule for current fees.

## IOLTA CHECKING ACCOUNT

### Rate Information (tiered-rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. This Account is a tiered-rate account. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield, Dividend Rate, and tiered-rate method.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance to open the account** - The minimum balance required to open this account is \$100.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### Transaction limitations:

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

## BUSINESS PREFERRED PLUS CHECKING ACCOUNT

### Rate Information (tiered-rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. This Account is a tiered-rate account. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield, Dividend Rate, and tiered-rate method.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance to open the account** - The minimum balance required to open this account is \$100.00.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### Transaction limitations:

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

### Fees and charges:

Refer to the Business Fee Schedule for current fees.

## SPECIAL SHARES ACCOUNT

### Rate Information (variable rate account):

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate.

**Compounding and crediting frequency** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:** No minimum balance requirements apply to this account.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

### Transaction limitations:

We reserve the right to at any time require not less than seven days notice in writing before each withdrawal.

## SHARE CERTIFICATE ACCOUNT

**Rate Information (fixed rate account)** - You will be paid the disclosed annual percentage yield and dividend rate until first maturity. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate, as well as applicable Term requirements utilized to determine maturity date. Please see your Certificate disclosure document for more details.

**Rate Bump Option:** During the term of the certificate, new certificates with terms of 12 months or more have a dividend rate bump option that allows one dividend adjustment to the dividend rate of a certificate of the same term.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period** - For this account type, the dividend period is monthly.

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

Total additional deposits cannot exceed the original deposit amount.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time requirements** - Your account will mature as stated on your certificate of deposit.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:  
The penalty we may impose will equal 90 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 12 months through 59 months:  
The penalty we may impose will equal 180 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 60 months or more:  
The penalty we may impose will equal 365 days dividends on the total certificate balance at time of early withdrawal.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Renewal terms may differ depending on if the account is a fixed or variable rate account, as follows:

**Variable Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**MINI-JUMBO CERTIFICATE ACCOUNT**

**Rate Information (fixed rate account)** - You will be paid the disclosed annual percentage yield and dividend rate until first maturity. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate, as well as applicable Term requirements utilized to determine maturity date. Please see your Certificate disclosure document for more details.

**Rate Bump Option:** During the term of the certificate, new certificates with terms of 12 months or more have a dividend rate bump option that allows one dividend adjustment to the dividend rate of a certificate of the same term.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period** - For this account type, the dividend period is monthly.

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$50,000.00.

You must maintain a minimum daily balance of \$50,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

Total additional deposits cannot exceed the original deposit amount.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time requirements** - Your account will mature as stated on your certificate of deposit.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:  
The penalty we may impose will equal 90 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 12 months through 59 months:  
The penalty we may impose will equal 180 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 60 months or more:  
The penalty we may impose will equal 365 days dividends on the total certificate balance at time of early withdrawal.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Renewal terms may differ depending on if the account is a fixed or variable rate account, as follows:

**Variable Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**JUMBO CERTIFICATE ACCOUNT**

**Rate Information (fixed rate account)** - You will be paid the disclosed annual percentage yield and dividend rate until first maturity. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate, as well as applicable Term requirements utilized to determine maturity date. Please see your Certificate disclosure document for more details.

**Rate Bump Option:** During the term of the certificate, new certificates with terms of 12 months or more have a dividend rate bump option that allows one dividend adjustment to the dividend rate of a certificate of the same term.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period** - For this account type, the dividend period is monthly.

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$100,000.00.

You must maintain a minimum daily balance of \$100,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

Total additional deposits cannot exceed the original deposit amount.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time requirements** - Your account will mature as stated on your certificate of deposit.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:  
The penalty we may impose will equal 90 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 12 months through 59 months:  
The penalty we may impose will equal 180 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 60 months or more:  
The penalty we may impose will equal 365 days dividends on the total certificate balance at time of early withdrawal.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Renewal terms may differ depending on if the account is a fixed or variable rate account, as follows:

**Variable Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

#### SUPER JUMBO CERTIFICATE ACCOUNT

**Rate Information (fixed rate account)** - You will be paid the disclosed annual percentage yield and dividend rate until first maturity. See the current Deposit Rate Sheet for the applicable Annual Percentage Yield and Dividend Rate, as well as applicable Term requirements utilized to determine maturity date. Please see your Certificate disclosure document for more details.

**Rate Bump Option:** During the term of the certificate, new certificates with terms of 12 months or more have a dividend rate bump option that allows one dividend adjustment to the dividend rate of a certificate of the same term.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

**Dividend period** - For this account type, the dividend period is monthly.

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$200,000.00.

You must maintain a minimum daily balance of \$200,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

Total additional deposits cannot exceed the original deposit amount.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting.

**Time requirements** - Your account will mature as stated on your certificate of deposit.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:  
The penalty we may impose will equal 90 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 12 months through 59 months:  
The penalty we may impose will equal 180 days dividends on the total certificate balance at time of early withdrawal.
- If your account has an original maturity of 60 months or more:  
The penalty we may impose will equal 365 days dividends on the total certificate balance at time of early withdrawal.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of dividends prior to maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). If you prevent renewal, dividends will not accrue after final maturity. Renewal terms may differ depending on if the account is a fixed or variable rate account, as follows:

**Variable Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Please call 800-262-4488 or 805-733-7600 to learn the interest rate and annual percentage yield for your new account.





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