THE POLICE CREDIT UNION OF CALIFORNIA
IMPORTANT AGREEMENTS AND DISCLOSURES

Member Services: 800.222.1391 • www.thepolicecu.org

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR. Throughout these Agreements and Disclosures, the references to "We", "Us", "Our", "Credit Union" and "The Police Credit Union" mean The Police Credit Union of California. The words "You" and "Your" mean each person applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Personal Computer Account Access System is hereinafter referred to as "Digital Banking", and Our Bill Payment System is hereinafter referred to as "Bill Pay". "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

THE POLICE CREDIT UNION MEMBERSHIP

To apply for membership with The Police Credit Union You must complete, sign and return an application for membership. Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments. Credit Union membership is granted to applicants within The Police Credit Union's common bond as outlined in the Credit Union's Charter. Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from organizations within the Credit Union's common bond; and organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

FAMILY MEMBERSHIP. Immediate family members (to include grandparents, parents, spouse or domestic partner, siblings, (step) children or (step) grandchildren, aunts, uncles, nieces, nephews and first cousins), of individuals qualified as within this field of membership.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH THE POLICE CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners to the credit of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Us from any liability for such payment. You authorize Us to recognize any of the signatures provided in Your application for membership, the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our discretion, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any or all of the joint owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements And Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

CUSTODIAL ACCOUNTS. Any custodial Account is subject to the California Uniform Transfer To Minors Act and it is Your responsibility to determine any legal effects related to this type of Account. You understand and agree that the gift of money to the minor named at the time You open such Account includes all dividends thereon and any future additions thereto, is irrevocable and is made in accordance with and is to include all provisions of the California Uniform Transfer To Minors Act as it is now or hereafter amended. The age of delivery to custodian for benefit of minor shall be upon the age of 18 unless otherwise specified by the custodian under the California Uniform Transfer to Minors Act.

TRUST ACCOUNTS. Trust Accounts will only be opened by the Credit Union if the Trust documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type of Account. We require all Trust Accounts to name a Beneficiary. You agree that all sums whenever paid to the Trust Account shall be held by the Trustee(s) in trust for the Beneficiary(ies) named, subject to the right of the Trustee(s) to revoke the same in whole or in part by, and to the extent of, the withdrawal of sums from the Account. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in the Account shall be distributed by the Credit Union to the Beneficiary or, if there is more than one Beneficiary, then to the Beneficiaries then living in equal shares unless otherwise designated in the Trust documentation. Where more than one Trustee appears on the Account, withdrawals and the pledge of shares against loans may be made by any Trustee acting alone (unless two signatures are required). Shares paid in by the Trustees shall be owned equally. Upon the death of one Trustee, all rights in and to the Account shall belong to any surviving Trustee. In the event of conflicting demands for funds under the Account, the Credit Union may require the signatures of each of the Trustees. For Revocable and Living Trust Accounts, the individual establishing the Trust (the "Settlor") must be a member of the Credit Union and, any withdrawal of Trust Account funds will be deemed a revocation of the Trust to the extent of any such withdrawal unless otherwise provided for in the Trust documentation. The Settlor may change the Beneficiary or

Trustees at any time by providing Us adequate proof of such change in a manner acceptable to the Credit Union. If at any time, the Trustee is deemed incompetent by a court of legal jurisdiction or is unable or unwilling to serve, the Trust documentation shall determine the successor Trustee.

PAYABLE-ON-DEATH STATUS. If the Account Designation shows a payable-on-death status, any Beneficiary has rights to the Account only if alive and only if You and any joint Owners are deceased. Upon Your death and the death of any joint Owners, the funds on deposit will be paid to the Beneficiary(ies) on record in equal shares. If, however, none of the payable-on-death beneficiaries You named is alive at Your death, the funds will be paid to the party or parties as required by applicable law. It is the responsibility of all Account Owners to determine any legal effects of opening and maintaining an Account with payable-on-death status.

FIDUCIARY ACCOUNTS. If Your Account is established as a fiduciary Account, You warrant that You are authorized to open a fiduciary Account and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. In no event will the Credit Union be liable for the actions of the fiduciary and/or obligated to ensure that the fiduciary's actions are in accordance with any instructions that have been provided to them. It is Your responsibility to determine and understand any legal effects related to this type of Account.

ARBITRATION. Any controversy or claim arising out of or relating to these Agreements and Disclosures, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorney fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cutoff hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items, You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made first from Your primary savings Account, provided You have enough available funds in that Account, then from Your line of credit up to Your available credit limit, and then We may elect to pay such overdraft, subject to any preference You have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

OVERDRAFTS. You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover any overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your Checking Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving Your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

PROVISIONAL PAYMENT (ACH ORIGINATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then

they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

CHOICE OF LAW. We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period, excluding dividend credits) may be subject to an Inactive Account Fee. We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

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

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You. Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary Savings Account balance below the $25.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; or (f) caused a financial loss to the Credit Union.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally or in writing to stop payment on a share draft. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A stop payment request is effective for six months. If at the end of six months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care. In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a preauthorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You. Stop payment requests are also subject to the terms and conditions of the order for stop payment form related to any such request. You may also ask Us to stop payment on a lost or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the issuance date of the check; or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES. Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated six months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

SHARE DRAFT SAFEKEEPING. Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

CONSENT TO CONTACT YOU. Whenever You provide us with a telephone number in connection with any transaction or communication, You agree to receive calls or text messages from, or on behalf of, the Credit Union using that telephone number, including through use of an Automatic Telephone Dialing system or prerecorded message. You may revoke this consent at any time by notifying us in writing at: The Police Credit Union, Attn: Risk Management, P.O. Box 1087, San Bruno, CA 94066.

NOTIFICATION OF ADDRESS CHANGE. Address change notifications are accepted by the Credit Union by verbal request, in writing or submitted via Digital Banking. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of California, except to the extent that federal law controls.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT(S) THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT, "APY" MEANS ANNUAL PERCENTAGE YIELD.

SPECIFIC TERMS APPLICABLE TO YOUR SAVINGS (SHARE ACCOUNT)

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement". **Minimum Balance Requirements.** The minimum balance required to open this Account is $25.00. You must maintain at least $25.00 in Your Account each day to obtain the disclosed APY.

SPECIFIC TERMS APPLICABLE TO YOUR IRA SAVINGS

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement". **Minimum Balance Requirements.** The minimum balance required to open this Account is $100.00. You must maintain at least $100.00 in Your Account each day to obtain the disclosed APY. Transaction Limitations. Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information.

SPECIFIC TERMS APPLICABLE TO YOUR CHECKING (SHARE DRAFT ACCOUNT)

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement". **Minimum Balance Requirements.** The minimum balance required to open this Account is $25.00. You must maintain at least $25.00 in Your Account each day to obtain the disclosed APY. Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING

Dividend Information. No dividends are paid on this Account. Minimum Balance Requirements. The minimum balance required to open this Account is $25.00. Transaction Limitations. No transaction limitations apply to this Account.

SPECIFIC TERMS APPLICABLE TO YOUR MONEY MARKET WEALTH BUILDER ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement". **Minimum Balance Requirements.** The minimum balance required to open this Account is $50,000.00. You must maintain at least $50,000.00 in Your Account each day to obtain the disclosed APY.

SPECIFIC TERMS APPLICABLE TO YOUR TIERED SAVINGS ACCOUNT

Tiered Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Account Disclosure Rate Supplement". **Minimum Balance Requirements.** The minimum balance required to open this Account is $500.00. You must maintain at least $500.00 in Your Account each day to obtain the disclosed APY.

SPECIFIC TERMS APPLICABLE TO YOUR CERTIFICATE AND IRA CERTIFICATE

Fixed Rate Information. These Accounts are subject to a Fixed Rate. For the current dividend rate and corresponding APY, refer to the separate page titled "Share Rate Sheet". **Minimum Balance Requirements.** For the minimum balance required to open these Accounts, refer to the separate page titled "Share Rate Sheet". You must maintain a balance equal to the minimum balance required to open Your Account each day to obtain the disclosed annual percentage yield and to keep Your Account open. **Transaction Limitations.** Once Your Account is established You may not make deposits into or withdrawals from Your Account. Individual Retirement Accounts (IRAs) are also subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see Your IRA Agreement or Your tax advisor for additional information. **Maturity Date.** Your Account will mature after the term indicated on the separate page titled "Share Rate Sheet". **Early Withdrawal Provisions.** We will impose a penalty if You withdraw any of the funds before the maturity date. Which is based on the term of the account and assessed according to the following schedule: For Certificates with terms less than 12 months: dividends earned for the number of days the Certificate is open up to a maximum of 30 days of dividends. For 12-36 term Certificates: dividends earned for the number of days the Certificate is open up to a maximum of 90 days of dividends. For a 48-month term Certificate: dividends earned for the number of days the Certificate is open up to a maximum of 120 days of dividends. For a 60-month term Certificate: dividends earned for the number of days the Certificate is open up to a maximum of 180 days of dividends. **Renewal Policies.** Your Account will renew automatically at maturity, You will have a grace period of 10 calendar days following the Maturity Date to make withdrawals and/or deposits without penalty.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The Account services described in these Agreements And Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary savings Account balance below the $25.00 minimum; (c) an unresolved deposited

returned check; (d) unpaid and uncollected credit union fees; (e) a negative balance on an account in excess of 30 days; (f) caused a financial loss to the Credit Union; or, (g) found to be in violation of the The Police Credit Union Member Abuse Policy as described later in this Agreement.

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase five (5) shares in the Credit Union. The par value of a share in this Credit Union is $5.00. If the balance in Your primary savings Account drops below five shares ($25.00), for a period of six months or more, We may, at Our discretion, close Your Account.

Nonsufficient Funds Returns. Any share draft or pre-authorized transfer, or transaction made through the use of Your ATM or debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

Variable Rate Information. For all Variable Rate Accounts, the dividend rate and APY may change based on the determination of the Credit Union's Board of Directors.

Nature of Dividends. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Withdrawal of Dividends Prior to Maturity. For Certificates, the Annual Percentage Yield assumes that dividends remain on deposit until maturity. A withdrawal will reduce earnings.

Additional Transaction Limitations.

For all Accounts, the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

Compounding and Crediting. For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum daily balance requirement for Your Account. You will be paid any accrued but uncredited dividends at the time You close Your Account. The dividend period, compounding frequency and the crediting frequency for all Accounts is monthly.

Balance Computation Method. For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the Account each day.

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day You deposit non-cash items (e.g. checks) into Your Account.

Fees and Charges. Any fees and charges applicable to Your Account are disclosed on The Police Credit Union's Fee Schedule.

Account Termination. The Credit Union may terminate Your account at any time without notice to You and may require You to close Your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving Your account; (3) there is a dispute as to the ownership of funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of Your accounts. You may terminate an individual account at any time by notifying the Credit Union in person, or in writing. We reserve the right to require consent of all owners to terminate a joint account. The Credit Union is not responsible for payment of any check, withdrawal, or other item once Your account is terminated.

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR DEBIT CARD, OUR AUDIO RESPONSE SYSTEM ("A"), OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("DIGITAL BANKING"), AND OUR BILL PAYMENT SYSTEM ("BILL PAY"), EACH WITH THEIR PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

DEBIT CARD, DIGITAL BANKING, BILL PAY AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process electronically; (c) Our Digital Banking Personal Computer Account Access System; and (d) Our Bill Pay System. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, E-Check, Our Digital Banking Personal Computer Account Access System, Our Bill Pay System or other electronic device. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your savings or checking Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your savings and/or checking Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINS) AND/OR ACCESS CODES. We will issue to You separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with Your Card, Digital Banking and Bill Pay. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Savings Account or Your Checking Account to cover such transactions.

JOINT ACCOUNTS. If this is a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

OWNERSHIP. Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday, excluding Credit Union/banking holidays.

TYPES AND LIMITATIONS OF SERVICES

DEBIT CARD TRANSACTIONS. You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate, up to a maximum (savings, line of credit and checking combined) of $1,000.00 per 24-hour period, provided You have enough available funds in Your Account.

Except for Cards that are associated with a Balance Checking Account, You may also use Your Card and PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted, provided You have enough available funds in Your Account. At the present time, You may use Your Card and Your PIN for:
(a) Withdrawals from Your savings and checking Accounts; (b) Transfers of funds between Your savings and checking Accounts; (c) Deposit of funds to Your savings and checking Accounts; and (d) conduct balance inquiries about Your savings and checking Accounts. For security reasons, there are limits on the number of transfers You can make using Your Card.

DIGITAL BANKING TRANSACTIONS. You may use Our Digital Banking System in conjunction with Your Access Code via a personal computer to make the following types of transactions on designated accounts: (a) Transfer funds between Your Savings Accounts and/or accounts You have at other financial institutions; (b) Transfer funds to other members' accounts; (c) Make check withdrawals [subject to a $10,000.00 maximum during any 24-hour period] from Your savings and checking Accounts; (d) Make payments on Your loans and, credit cards with Us; (e) Obtain information related to Your Accounts; and (f) Make balance, loan and miscellaneous inquiries on Credit Union services that affect Your Account.

BILL PAY TRANSACTIONS. You may use Our Bill Pay System in conjunction with Your PIN and/or Access Code via a personal computer for the following services:
(a) authorize the Credit Union to issue payments on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America; (b) check status of payments previously authorized through the Bill Pay System; (c) order copies of cancelled checks issued through the Bill Pay System; (d) order copies of ACH confirmations issued through the Bill Pay System; and (e) cancel payment requests on payments previously authorized through the Bill Pay System. In order to use the Bill Pay System for such transactions, You must have a checking Account with Us. By completing an online bill payment transaction using the Bill Pay System, You authorize Us to post any such payments to Your Checking Account. Bill Pay service payments will be made by check or electronic transfer and may take as long as 10 calendar days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your Checking Account using information from Your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payer), You can call Us at 800.222.1391 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any preauthorized payments, call Us at 800.222.1391 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. Such stop payment notice will apply only to that particular payment. If You call We may also require You to put Your request in writing and get it back to Us within fourteen (14) days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

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

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, we will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Digital Banking, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on The Police Credit Union's Fee Schedule. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule, and Digital Banking information after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a funds transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash;

(c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) We receive incomplete or incorrect information from You or third parties.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within 2 business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than $50 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as $500. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your Card as long as You report the loss or theft of Your Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized Debit Card transactions, Your liability for unauthorized use will not exceed $50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Card.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

a) Tell Us Your name and Account number.
b) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
c) Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within the U.S. (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Debit Card, PIN, Access Code or any combination thereof, You will call Us immediately at 800.222.1391, or write to Us at the address shown in this Agreement. You should also call the number or write to the address included in this Agreement if You believe a transfer has been made using the information from Your check without Your permission.

FOREIGN TRANSACTIONS. For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card association itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in foreign countries You will be charged 8/10ths of 1.00% calculated on the final settlement amount, and if Your transaction is also initiated in a foreign currency You will be charged an additional 2/10ths of 1.00% calculated on the final converted settlement amount.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW DEPOSITS OF CASH AND CHECKS DRAWN ON, OR PAYABLE THROUGH OR AT, A BANKING OFFICE LOCATED IN THE UNITED STATES, FROM TRANSACTION ACCOUNTS AT THE POLICE CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE

DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

Your Ability To Withdraw Funds. Our general policy is to make funds from Your cash and check deposits available to You on the day We receive Your deposit. In some cases, We will not make all of the funds that You deposit available to You on the day We receive Your deposit. During the delay, You may not withdraw the funds in cash and We will not use the funds to pay checks that You have written.

Determining the Availability Of A Deposit. The length of the delay is counted in business days from the day of Your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If You make a deposit before the close of business on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after the close of business or on a day We are not open, We will consider that the deposit was made on the next business day We are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability. Funds from the following deposits are available on the day We receive the deposit.

- Cash
- Electronic Direct Deposits
- Wire transfers.
- Checks drawn on Us

Next-Day Availability. Funds from the following deposits are available on the next business day after the day of Your deposit if the deposit is made in person to a teller.

- U.S. Treasury checks that are payable to You.
- State and local government checks that are payable to You.
- Cashier's, certified, and teller's checks that are payable to You.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to You.

If You do not make Your deposit in person to one of Our employees (for example, if You mail the deposit), funds from these deposits may not be available until the second (2nd) business day after the day We receive Your deposit.

Other Check Deposits. The first $275 from other check deposits will be available on the first (1st) business day after the day of Your deposit. The remaining funds will be available on the second (2nd) business day after the day of Your deposit. For example, if You deposit a check of $700 on a Monday, $275 of the deposit is available on Tuesday. The remaining $425 is available on Wednesday.

Longer Delays May Apply. 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 (6) 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 (7th) business day following the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

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 first (1st) business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over $6,725 will be available on the ninth (9th) 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 (2nd) business day after the day of Your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of Your deposit.

ATM Deposits. If You make an ATM deposit prior to 3:00 p.m. PST on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make an ATM deposit after 3:00 p.m. PST or on a day that We are not open, We will consider the deposit made on the next business day We are open. Funds from Deposits made at Automated Teller Machines (ATMs) owned and operated by the Credit Union may not be available until the second (2nd) business day following the day of deposit. Deposits made at Automated Teller Machines (ATMs) not owned and operated by the Credit Union, may not become available for withdrawal until the fifth (5th) business day following the day of deposit. All ATMs that We own or operate are identified as Our machines.

Holds on Other Funds. If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another institution, We may make funds from the deposit available for withdrawal immediately but delay Your availability to withdraw a corresponding amount of funds that You have on deposit in another account with Us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check that You deposited.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1 1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

Dividend Payment Policy. See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

Mobile Deposits. You agree that checks deposited using the Remote Check Deposit or Mobile Device are not subject to funds availability requirements of Federal Reserve Board Regulation CC. If You qualify for the service, funds will be available upon final collection from the institution on which check is drawn or sooner at our sole discretion. Factors we may consider but are not limited to Your account history with Us and Your average balances in Your accounts You have with us.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your Designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our discretion give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a Domestic Wire Transfer after We receive it. Unless requested in writing to be waived, You will have 30 minutes to cancel or amend Your international payment order request. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

For International Wire Transfers, the amount received by the recipient may be less than the total requested or disclosed, due to fees charged by the recipient's financial institution and foreign taxes.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay dividends or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your

application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorney fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party. This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A.

This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

SUBSTITUTE CHECK POLICY

Substitute Check and Your Rights

As an account holder, You may see substitute checks from time to time, such as when You view Your account information online, or when You request a copy of Your original check for proof of payment. The following substitute check disclosure provides information about substitute checks and Your rights. So You will recognize a substitute check when You receive one, we have also included an illustration of the front side of a substitute check along with an explanation of the substitute check's components.

What is a Substitute Check?

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

This notice describes rights You have when You receive Substitute Checks from the credit union. The rights in this notice do not apply to original checks or to electronic debits to Your account. However, You have rights under other laws with respect to those transactions.

What are my rights regarding Substitute Checks?

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

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

If You use this procedure, You may receive up to $2,500.00 of Your refund (plus interest if Your account earns interest) within 10 business days after we received Your claim and the remainder of Your refund (plus interest if Your account earns interest) not later than 45 calendar days after we have received Your dispute.

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

How do I make a claim for a refund?
If You believe that You have suffered a loss relating to a substitute check that You received and that was posted to Your account, please contact us at:

The Police Credit Union
ATTN: Electronic Payment Systems
P.O. Box 1087
San Bruno, CA 94066

Or Fax# (415) 242-6572

You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the Substitute Check was posted to Your account, whichever is later. We will extend this time period if You were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:
• A description of why You think the charge to Your account was incorrect (for example, You think the amount withdrawn was incorrect);
• An estimate how much money You have lost because of the substitute check charge:
• An explanation of why the substitute check is not sufficient to show whether or not the charge to Your account was correct; and
• Provide us with a copy of the Substitute Check (and/or) the following information that will help us to identify the substitute check and investigate your claim (for example, the check number, the name of the person to whom You wrote the check, and the amount of the check)

MEMBER ABUSE AND HARASSMENT POLICY

The Police Credit Union is committed to providing its members and employees with a comfortable and safe environment free from abusive and harassing behavior. Members and employees are expected to treat one another in a professional manner at all times, and to respect Credit Union property and resources. Abusive, harassing and disruptive behavior will not be tolerated. This policy is applicable at all times and locations associated with The Police Credit Union, including but not limited to, non-business hours and The Police Credit Union hosted events and meetings conducted offsite.

Abusive and harassing behavior includes but is not limited to:

1. Any type of harassment, including sexual, ethnic, or racial harassment. As defined under California State and Federal Law.
2. Engaging in offensive or abusive physical contact.
3. Using profane, abusive, intimidating or threatening language toward employees or fellow members.
4. Transmitting by phone, fax, email, personally delivered, or by other means; offensive, obscene or otherwise abusive or harassing material (in written, graphic, photographic, or other form) to an employee or Credit Union volunteer.
5. Making knowingly false statements about any Credit Union employee, volunteer, or its services, operations, policies, practices or management.
6. Misuse of Credit Union property, including damage or waste to physical property, electronic systems and employee resources.
7. Use of Credit Union communications channels, including the Credit Union email and telephone systems, for any purpose other than to communicate with appropriate Credit Union employees, volunteers or the Board of Directors regarding the member's accounts or other legitimate Credit Union business.
8. Attempting to coerce or interfere with Credit Union employees in the performance of their duties.
9. Conducting any fraudulent, dishonest, or deceptive activity involving the Credit Union employees or services.
10. Disclosure of any Credit Union confidential information, including the non-public personal information of another member.
11. Possession, use or being under the influence of drugs or alcoholic substances on Credit Union premises.
12. Fighting or illegal possession of weapons of any kind on the Credit Union premises.

Employees or members who feel they are being subjected to abusive behavior or harassment should contact a Credit Union supervisor, the CEO, or a member of the Supervisory Committee immediately. The following sanctions may be imposed against a member who has engaged in abusive or harassing conduct.

- Limitation of services that involve personal contact with credit union employees (this includes contact in person and over the telephone).
- Denial of access to the credit union premises.
- Denial of all services other than the right to maintain a savings account and the right to vote at annual and special meetings.
- Any other action deemed necessary under the circumstance that is not expressly precluded by the California Financial Code, applicable National Credit Union Administration rules and regulations, or the Credit Union bylaws.

Any and all of the above sanctions may be imposed at the sole discretion of management. In this case, management must consist of at least two employees of management level or above, one of which must be from the executive level or above. No one employee may impose any of these sanctions on their own, and managers may not impose these sanctions without the consent of at least one executive or the CEO.

A member subject to the sanctions described above may submit a written appeal to the Supervisory Committee, at any time, requesting that services be reinstated.

The Police Credit Union recognizes that there are certain types of member behaviors that are serious enough to justify member expulsion. A member can be expelled by a vote of the Board of Directors of The Police Credit Union pursuant to procedures established in the California Financial Code.

THE POLICE CREDIT UNION

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The Police Credit Union — About Your Accounts
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