



TERMS AND CONDITIONS

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TERMS AND CONDITIONS OF YOUR ACCOUNT

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 license and/or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of California (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 document 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 document 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.

As used in this document 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. The headings in this document 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 document should be construed so the singular includes the plural and the plural includes the singular.

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 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 can be deducted directly from the account balance whenever sufficient funds are available. 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 also be liable for our costs to collect the deficit 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 including, but 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.

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 endorsement or lack of endorsement 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. 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 for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence. We reserve the right to not accept a deposit or an addition to an account or limit its size.

WITHDRAWALS - 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 endorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a 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. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. 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. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for 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.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual Account - is an account in the name of one person.

Joint Account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

P.O.D. Account with Single Party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account with Multiple Parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

Sole Proprietorship Accounts - You may pay out funds in your name or the name of the proprietorship. You may accept and/or endorse checks made payable to you or the sole proprietorship.

Corporate, Partnership and Unincorporated Association Accounts - The parties authorized to transact business on the account will be designated on the account signature card. Further, any restrictions or limitations will be agreed to by all parties on the account application. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent account signature card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new signature card.

STOP PAYMENTS - Unless otherwise provided, 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 computers. 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, if you have an equal or greater right to withdraw from this account than the person who signed the item. 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 verbal 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. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. 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 or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transactions. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures 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 must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries 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 exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such 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 such errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

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

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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 legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. This means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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 owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

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 - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. 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. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance

between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

PLEDGES - Unless we agree otherwise in writing, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. Only regular savings and term investment accounts may be pledged as collateral for a loan.

ACH AND WIRE TRANSFERS - 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 for which Fedwire is used, 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 rules. 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. 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.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

FICTITIOUS BUSINESS NAME ACCOUNTS - If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

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.

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 incapacitated. 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.) Share insurance for the other ownerships is at least \$100,000 per interest of the owner. On October 3, 2008, NCUA share insurance temporarily increased from \$100,000 to \$250,000 per account owner. The standard share insurance amount of \$250,000 per account owner is in effect through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000 per account owner for all account categories except IRAs and other certain retirement accounts, which will remain at \$250,000 per account owner. 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 and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

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

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered ("escheated") 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 in the Schedule of Fees & Charges.) 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 three years. We will send due diligence notices to you if you have property value of fifty (\$50) or more in a dormant account status prior to us reporting the accounts to the State Controller's Office. 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.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. 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.

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, please contact your local Internal Revenue Service office.

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.

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.

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 by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook or deposit slip supplied by the credit union. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check 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.

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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. 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 time 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.

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. You may also view checks through Online Banking.

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 such 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.

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 internal 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.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your

money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your 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 (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

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. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

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.

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

TELEPHONIC INSTRUCTIONS - Unless we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

CLAIM OF LOSS - 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 lost, 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 account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff 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 notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. You may notify us by sending a written and signed notice to USE Credit Union, P.O. Box 881109, San Diego, CA 92168-1109 or you can complete the address change request through Online Banking.

MEMBERSHIP ELIGIBILITY - You may be eligible to join this Credit Union if you live, work, or worship in Alameda, Sacramento, San Diego, Santa Clara, or Yolo Counties.

In addition, you must purchase and maintain at least one share as required by the credit union's bylaws. A joint tenant on any account offered by this credit union cannot vote, borrow money, or hold office, unless the joint tenant is within the field of membership of this credit union and is also a qualified member.

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) by 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.

Unauthorized Use - You also agree to pursue all rights you may have under any insurance coverage you maintain and to provide us with all reasonable information about your coverage, including your insurance carrier, policy number, policy limits, and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Endorsement of Checks - You agree to hold us harmless from any loss, liability or damage you incur due to endorsements, written terms, carbon bands or other marks that obscure the area reserved for the depository institution's endorsement.

Wrongful Dishonor - In the event of wrongful dishonor that occurs by mistake, liability shall be limited to the actual damages you prove. In the event that any check or other debit is dishonored, our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned. If we should choose to make a subsequent account balance check, we must use the last figure in deciding whether to dishonor the check or other debit.

Overdrafts - We may, but are not obligated to, pay overdrafts to your checking account by transferring funds to cover such overdrafts from your creditline account, your savings account and/or your Market Rate Plus savings account in accordance with your instructions to us or by drawing your checking account negative. Transfers will occur in increments of \$100 or other such sums as established from time to time. Overdrafts from any regular savings or Market Rate Plus savings account will be subject to the limitation of six (6) transfers per month per savings account. **Caution:** You understand that if your checking account is held jointly, overdraft protection makes it possible for your joint tenant to write checks or otherwise access your account that could draw funds from your overdraft account.

ELECTRONIC DISCLOSURES AND NOTICES

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit/share accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another 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.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Cut-Off Times. Payments or transfers entered on our system before 5:00 P.M. PST on a credit union business day will be scheduled and begin processing on the same business day. Payments or transfers that are received or entered after this cut-off time or on a day that is a non-credit union business day will be scheduled and processed the next business day. Payments and transfers applicable to cut-off times include payments made to loans, lines of credit, or credit card accounts; transfers and payments between accounts (or loans, lines of credit, or credit card accounts) within the same member number; and transfers and payments between accounts (or loans, lines of credit, or credit card accounts) of different member numbers.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers payroll) to be accepted into your checking or savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- ◆ **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- ◆ **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Live Wire Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at 1-866-USE-24-4-U (866-873-2448) using your personal identification number, a touch tone phone, and your account numbers, to:

- ◆ transfer funds from checking to checking
- ◆ transfer funds from checking to savings
- ◆ transfer funds from savings to checking
- ◆ transfer funds from savings to savings
- ◆ transfer funds from line of credit to checking
- ◆ transfer funds from line of credit to savings
- ◆ make payments from checking to loan accounts with us
- ◆ make payments from savings to loan accounts with us
- ◆ reorder checks
- ◆ request a withdrawal by check (minimum of \$10.00)
- ◆ place a stop payment on a check
- ◆ get information about:
 - the account balance of checking accounts
 - the last 90 days deposits to checking accounts
 - the last 90 days withdrawals from checking accounts
 - the account balance of savings accounts
 - the last 90 days deposits to savings accounts
 - the last 90 days withdrawals from savings accounts

ATM Transfers - types of transfers, dollar limitations and charges - You may access your account(s) by ATM using your ATM card and personal identification number or Visa Xpress CheckCard or Platinum Xpress CheckCard and personal identification number, to:

- ◆ make deposits to checking account(s) (only at CO-OP ATMs that accept deposits)
- ◆ make deposits to savings account(s) (only at CO-OP ATMs that accept deposits)
- ◆ get cash withdrawals from checking account(s)
 - you may withdraw no more than \$600.00 per 24 hour period
 - Refer to the current Schedule of Fees and Charges
- ◆ get cash withdrawals from savings account(s)
 - you may withdraw no more than \$600.00 per 24 hour period
 - Refer to the current Schedule of Fees and Charges
- ◆ get cash withdrawals from line of credit account(s)
- ◆ transfer funds from savings to checking account(s)

- ◆ transfer funds from checking to savings account(s)
- ◆ transfer funds from line of credit to checking account(s)
- ◆ transfer funds from line of credit to savings account(s)
- ◆ transfer funds from checking to line of credit account(s)
- ◆ transfer funds from savings to line of credit account(s)
- ◆ make payments from checking account(s) to line of credit account(s)
- ◆ get information about:
 - the account balance of your checking account(s)
 - ◆ Refer to the current Schedule of Fees and Charges
 - the account balance of your savings accounts
 - ◆ Refer to the current Schedule of Fees and Charges

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

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits, or from a participating financial institution, or do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations and charges - Using your card:

- ◆ you may not exceed \$600.00 in transactions per 24 hour period
- ◆ Refer to the current Schedule of Fees and Charges
- ◆ we may choose to approve Point-of-Sale transactions when funds are unavailable. The Credit Union, in its sole and absolute discretion, reserves the right to pay or deny any item that would otherwise overdraw your account and charge a fee for this service. The Credit Union reserves the right to charge for this service and has added a new charge to the Schedule of Fees and Charges (see accompanying Schedule of Fees and Charges for Checking Account(s)). If you desire not to allow us to pay items that would otherwise overdraw your account, you may contact us at (866) USE-4-YOU (873-4986).

Types of Visa Xpress CheckCard and Platinum Xpress CheckCard Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- ◆ you may not exceed \$600.00 in PIN based transactions per 24 hour period with the Xpress Check Card and \$1,500.00 in signature based transactions per 24 hour period with the Xpress Check Card
- ◆ you may not exceed \$1,500.00 in PIN based transactions per 24 hour period with the Platinum Xpress Check Card and \$5,000.00 in signature based transactions per 24 hour period with the Platinum Xpress Check Card

Currency Conversion and International Transactions. When you use your Visa Xpress CheckCard or Platinum Xpress CheckCard at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Computer Transfers - types of transfers and charges - You may access your account(s) by computer through the internet by logging onto our website at www.usecu.org and using your personal identification number and member number, to:

- ◆ transfer funds from checking to checking
- ◆ transfer funds from checking to savings
- ◆ transfer funds from savings to checking
- ◆ transfer funds from savings to savings
- ◆ transfer funds from line of credit to checking
- ◆ transfer funds from line of credit to savings
- ◆ make payments from checking to loan account(s) with us
- ◆ make payments from checking to third parties with Bill Pay
 - refer to separate fee schedule for applicable fees
- ◆ make payments from savings to loan account(s) with us
- ◆ get information about:
 - the account balance of checking account(s)
 - the last 90 days deposits to checking accounts
 - the last 90 days withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last 90 days deposits to savings accounts
 - the last 90 days withdrawals from savings accounts

FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. 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 fund transfer).

DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 866-USE-4-YOU (866-873-4968) to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**
 - You will get a monthly account statement from us for your checking accounts.
 - You will get a monthly account statement from us for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- ◆ **Notice of varying amounts.** If these regular 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.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

◆ **Generally.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your card and/or code you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made by card, code or other means that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

◆ **Limited Liability for Visa Xpress CheckCard or Platinum Xpress CheckCard.** Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number. You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use.

In addition, when used in point-of-sale transactions, and unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions if your card is lost or stolen. This limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by VISA®.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than VISA® point-of-sale transactions) that occurs after the close of the 60 days and before you give us notice.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days for Visa Xpress CheckCard or Platinum Xpress CheckCard point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Xpress CheckCard or Platinum Xpress CheckCard point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

USE CREDIT UNION
10120 PACIFIC HEIGHTS BLVD.
SAN DIEGO, CA 92121
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 858-795-6000

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$100 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them 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.

If you make a deposit at an ATM before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on USE Credit Union.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

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 or make a deposit through an ATM or at a Shared Branch), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability

The first \$100 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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 \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES OR SHARED BRANCH LOCATIONS

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate or Shared Branch locations, will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$100 of a deposit will be available on the first business day after the day of deposit. Checks drawn on USE Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

TRUTH-IN-SAVINGS DISCLOSURE

OWNERSHIP SHARE ACCOUNT

Minimum balance requirements:

The minimum required to open and maintain this account is \$5.00. Please see the bylaw requirements in the Common Features section for additional information.

Transaction limitations:

You are not allowed to make any deposits or withdrawals to or from this account.

FREE CHECKING ACCOUNT

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Account requirements:

Free Online E-Statements are required with this account. If at any point you stop receiving E-Statements, your account will convert to a Membership Checking Account, subject to the fees associated with that account. You are responsible for notifying the Credit Union if your e-mail address changes.

MEMBERSHIP CHECKING ACCOUNT

Minimum balance requirements:

The minimum balance required to open this account is \$100.00. You must maintain a minimum daily balance of \$500.00 in your account to avoid a minimum balance fee. If, during any day of the month, your account falls below the required minimum daily balance, your account will be subject to a Minimum Balance Fee of \$5.00 for that month.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

STUDENT CHECKING ACCOUNT

Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

Transactions limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Account requirements:

Free Online E-Statements are required with this account. If at any point you stop receiving E-Statements, your account will convert to a Membership Checking Account, subject to the fees and charges associated with that account. You are responsible for notifying the Credit Union if your e-mail address changes.

Student requirements:

A Student Checking Account is designed for members who currently attend college. Should you no longer attend college, your Student Checking Account will convert to a Free Checking Account. All fees and charges applicable to the Free Checking Account will apply, as disclosed on the then current Fees & Charges Schedule. If you are no longer attending college and you do not qualify for the Free Checking Account (e.g. you do not receive E-Statements), your account will convert to a Membership Checking Account. All fees and charges applicable to the Membership Checking Account will apply, as disclosed on the then current Fees & Charges Schedule.

Fees and charges:

There is no Monthly Service Charge to maintain this account. Please refer to the Schedule of Fees & Charges for current Student Membership Fee.

GET CHECKING ACCOUNT®

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges:

A maintenance fee will be charged monthly. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

PREMIER MEMBERSHIP CHECKING ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - 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 is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

You must maintain a combined minimum daily balance of \$10,000.00 in your savings and checking accounts or have a USE mortgage account or be age 55 or older to avoid a minimum balance fee. If, during any day, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

MERCHANT CHECKING ACCOUNT

Transactions limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges:

Refer to the current Schedule of Fees and Charges found within this disclosure.

REGULAR SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

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

Dividend period - For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$200.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check or overdraft protection transfers or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

A single service fee will be charged if your account balance falls below \$2,500.00 and you have no other accounts with us (i.e. you only have a USECU savings account). Please refer to the current Schedule of Fees and Charges for applicable fee amount.

ADVANTAGE SAVINGS ACCOUNT**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period - For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$200.00 in your account to avoid a monthly maintenance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly maintenance fee for that month. This fee will not apply if you have an auto-transfer from a USE checking account of \$35.00 or more. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

PENNY PENGUIN SAVINGS ACCOUNT

Age Requirements: A Penny Penguin Savings Account can be established for any minor under the age of 18, using the minor's tax identification number. A person of majority age must also be Joint on this minor membership until the minor reaches the age of majority (age 18). Once the minor reaches the age of 18, the Penny Penguin Savings Account will be converted to a Regular Savings Account. All fees and charges applicable to the Regular Savings Account will apply, as disclosed on the then current Fees & Charges Schedule.

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

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

Dividend period - For this account type, the dividend period is quarterly, 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 March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Opening Deposit / Minimum Balance Requirements: Although there is no Minimum Balance Requirement for the Penny Penguin Savings Account, the minimum Opening Deposit is \$25.00.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Account Limitations - For each deposit of \$10.00 or more received per day, one (1) stamp will be made on your Frequent Deposit Card. There is a limit of one (1) stamp per day. Upon obtaining ten (10) stamps on the Frequent Deposit Card, you will receive a \$10.00 Gift Card to one of the currently offered retail establishments. There is a limit of five (5) \$10.00 Gift Cards allowed per year per individual.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check or overdraft protection transfers or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

There is no Monthly Service Charge to maintain this account. Please refer to Schedule of Fees & Charges for current Minor Membership Fee.

HOLIDAY SAVINGS ACCOUNT**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will not be compounded. Dividends will be credited to your account on November 1.

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 \$5.00.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

Only one withdrawal is allowed from this account, which will be done on November 1st. If November 1st falls on a non-business day, the withdrawal will be completed on the first business day of November of each year. If any other withdrawal is made, the account will be closed.

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

MARKET RATE PLUS ACCOUNT**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - 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 is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

MONEY MARKET ADVANTAGE ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

Compounding and crediting - 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 is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

You may make an unlimited number of withdrawals and transfers from your savings and money market deposit accounts to your other USE Credit Union accounts each statement period at one of our branch locations, by mail, or at an ATM.

You are, however, limited to six (6) transactions, each monthly statement period from among the following:

- ◆ Preauthorized transfers from your account, including transfers for overdraft protection;
- ◆ Telephone transfers from your account, including instructions to transfer funds sent to us by facsimile or data transmission;
- ◆ Transfers from your account initiated through Online Banking, LiveWire, or the Member Service Center; and
- ◆ If your account allows check access transactions made by check.

Our practice is to monitor the number of limited transactions you make. If you are counting the number of transactions you make each statement period, you should know that we count an item on the date we post it to your account. This date may be different than the date you authorize, transfer, or write the item, which means the item may not be counted until a later statement period. If you frequently exceed the transaction limits, we may revoke your privileges on that account, or we may convert your account to another type of account. We will send you notice before we convert your account with information about your new account. Your funds may no longer earn dividends after we convert your account. We may charge an excess transaction fee (see your Schedule of Fees) on some accounts for each transaction that exceeds the limits described above.

MEMBERSHIP MONEY MARKET ACCOUNT

Rate Information:

The Membership Money Market Account is a variable rate account with the Annual Percentage Yield (APY) based on the discretion of the Board of Directors. Rates change on the 1st of the month. All rates are subject to change at the discretion of the Board of Directors. An active USE checking account and Ownership Share account are required to earn APYs. An "active" checking account is defined as having a minimum activity level of at least five (5) transactions posted to the checking account each month. These transactions may consist of deposits and/or withdrawals by check, debit card, ATM card, ACH, transfers between USE accounts, automated deposits and automated withdrawals. If your checking account is closed for any reason (by you or us), or if your checking account becomes "inactive", the APY will change to the Regular Savings rate. Fees may reduce earnings.

Compounding and crediting - 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.

Minimum balance requirements:

A minimum deposit of \$100.00 is required to open a Membership Money Market Account. The maximum deposit that will be accepted to open a Membership Money Market Account is \$1,000,000.00. You may avoid the monthly service charge by maintaining a minimum daily balance of \$2,500 in your account. If, on any day during the calendar month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

You may access your Membership Money Market Account in person at any of our branch locations and remotely through our Member Service Center, LiveWire, Online Banking, and Wireless Internet Banking. ATM access is not available with the Membership Money Market Account. There are no limits to the number of deposits made to this account.

You are, however, limited to six (6) transaction, each monthly statement period from among the following:

- ◆ Preauthorized transfers from your account including transfers for overdraft protection;
- ◆ Telephone transfers from your account, including instructions to transfer funds sent to us by facsimile or data transmission;
- ◆ Transfers from your account initiated through Online Banking, LiveWire, or the Member Service Center; and
- ◆ Check or share draft transactions. An Excess Withdrawal Fee will be assessed each month you exceed the allowable Reg D Withdrawal Limits as listed above. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

Pledging of Funds - No funds in the Membership Money Market Account may be pledged by any or all of the owner(s) as collateral security of any loan(s).

WALL STREET INDEX ACCOUNT (HIGH-YIELD MONEY MARKET CHECKING ACCOUNT)

Rate Information:

The Wall Street Index Account is a variable rate account for balances over \$25,000.00 with the Annual Percentage Yield (APY) based on the "All Taxable Money Market Fund Average 7-Day Simple Yield" as published in The Wall Street Journal every Thursday, plus a margin that can range from minus 1% to plus 2%. Rates change on the 1st of the month, based on the rates published on the last Thursday of the previous month. Balances under \$25,000.00 earn the same rate as our Regular Savings Account. All rates are subject to change at the discretion of the Board of Directors.

Compounding and crediting - 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.

Minimum balance requirements:

The minimum balance required to open this account is \$25,000.00 and a maximum of \$250,000.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a monthly service fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service fee for that month. Please refer to the current Schedule of Fees and Charges for applicable fee amount.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

TERM INVESTMENT ACCOUNTS -Applicable to all Term Investments

Rate Information - The dividend rate on your term share account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

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

Crediting frequency - Dividends will be credited to your account every quarter. 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 quarterly.

Minimum balance requirements:

The minimum balance required to open this account is \$1,000.00.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

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 credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

Time requirements - Your account will mature _____ .

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

- ◆ If your account has an original maturity of one year or less:
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of more than one year:
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

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 we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

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 business days after maturity to withdraw the funds without being charged an early withdrawal penalty.

ADD ON TERM INVESTMENT ACCOUNT

Rate Information - The dividend rate on your term share account is _____ % with an annual percentage yield of _____ %.

You will be paid this rate until first maturity.

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

Crediting frequency - Dividends will be credited to your account every quarter. 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 quarterly.

Minimum balance requirements:

The minimum balance required to open this account is \$250.00.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

The minimum amount you can deposit is \$100.00.

The maximum amount you can deposit is \$999.99.

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 credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

Time requirements - Your account will mature _____ .

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

- ◆ If your account has an original maturity of one year or less:
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of more than one year:
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

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 we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

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 business days after maturity to withdraw the funds without being charged an early withdrawal penalty.

OPTION RATE TERM INVESTMENT ACCOUNT

Option-Rate Plan and Rate Information - The dividend rate on your account is _____ % with an annual percentage yield of _____ %.

The dividend rate and annual percentage yield may change. We will not change the rate on your account during the term of the account. However, you have the option to exchange this dividend rate one time during the first 12 months of the original term. The new dividend rate will be the dividend rate we are then offering on term share accounts of the amount of this account (or less) with the same term (or shorter) as that remaining on this account at the time of the exchange. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this option one time during the first 12 months of the original term.

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

Crediting frequency - Dividends will be credited to your account every quarter. 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 quarterly.

Minimum balance requirements:

The minimum balance required to open this account is \$10,000.00.

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 no later than the business day we receive provisional credit for the placement of noncash items (for example, checks) to your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

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 credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

Time requirements - Your account will mature _____ .

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

- ◆ If your account has an original maturity of one year or less:
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of more than one year:
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

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.

For any account which earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the time of the withdrawal.

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 we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

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.

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

COMMON FEATURES

Bylaw requirements:

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

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Promotional Bonuses: The Promotional Bonus may end at any time. Promotional bonuses valued in excess of \$10.00 will be included as dividends earned and will be reported to the IRS on Interest Income form 1099-INT. **In order to obtain the promotional bonus, the following criteria must be met:** Funds deposited must be from a non-USE source. Funds from any other USE account may not be used to qualify for the Promotional Bonus. Checking Accounts must be opened with a minimum \$100 in order to receive the bonus indicated. Bonuses will be provided upon account opening and verification that the above requirements have been met. Accounts that qualify for a bonus must remain open, active, and in good standing for a period of 180 days, or the account will be charged the value of the bonus provided. To be considered an active account, there must be a minimum of five (5) transactions posted to the checking account each month. These transactions may consist of deposits and/or withdrawals by check, debit card, ATM card, ACH, transfers between USE accounts, automated deposits and automated withdrawals. Early withdrawals may result in the forfeiture of the bonus provided, and the value of the bonus will be deducted from the account.

PREMIER MEMBERSHIP CHECKING ACCOUNTS TIERS	
\$0 to 2,499 \$2,500 to 9,999 \$10,000 to 24,999 \$25,000 to 49,999 \$50,000 to 74,999 \$75,000 to 99,999	
MARKET RATE PLUS ACCOUNT TIERS	MONEY MARKET ADVANTAGE TIERS
\$0 to 2,499 \$2,500 to 9,999 \$10,000 to 49,999 \$50,000 to 99,999 \$100,000 or more	\$0 to 14,999 \$15,000 to 24,999 \$25,000 to 49,999 \$50,000 to 249,999 \$250,000 to 999,999 \$1,000,000 or more



www.usecu.org

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 10120 Pacific Heights Blvd., San Diego, CA 92121
 (858) 795-6100

**Northern California
Branches:**

Berkeley
 1995 University Ave.
 (510) 841-6002

Davis
 200 B St.
 (530) 758-3306

**Southern California
Branches:**

Carmel Mountain Ranch
 10175 Rancho Carmel Dr.
 (858) 487-9873

Chula Vista
 1351 Medical Center Dr.
 (619) 205-4010

La Jolla/UCSD
 3100 Gilman Dr.
 (858) 453-5620

La Mesa
 8697 La Mesa Blvd.
 (619) 697-2081

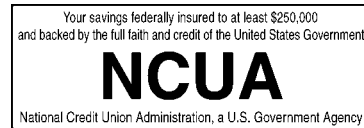
Mission Valley
 8889 Rio San Diego Dr.
 (619) 574-8706

SDSU Campus
 Aztec Center
 5500 Campanile Dr.
 (619) 286-0798

Member Service
 (866) USE-4-YOU (873-4968)

24-Hour Telephone Banking
 (866) USE-24-4-U (873-2448)

24-Hour Loans by Phone
 (866) LOAN-NEW (562-6639)



SCHEDULE OF FEES & CHARGES

Effective February 16, 2010

CHECKING ACCOUNT CHARGES

Membership Checking

Minimum balance fee: \$ 5.00

- assessed each month if average daily balance falls below \$500

Premier Membership Checking

Minimum balance fee: \$15.00

- assessed each month if aggregate amount on deposit falls below \$10,000

Get Checking

Monthly service charge: \$10.00

Miscellaneous

Minimum opening balance of \$100.00 required on all checking accounts, except Student Checking which is \$25.00

Check order fee: Printer's charge varies

Copy of paid check

- Free through Online Banking (for 90 days)
- First 2 copies per statement period: No charge
- Each additional copy: \$2.50/ea.

Counter check (Temporary Check): \$0.20/ea.

Early account closure (if open less than 90 days): \$15.00

Inactive Account Fee (after 90 days of inactivity): \$3.00/mo.

Non-sufficient funds item honored or denied: \$28.00/ea.

Non-sufficient funds Point-of-Sale item honored or denied: \$28.00/ea.

Overdraft transfer from savings: \$5.00/ea.

Overdraft Fee Transaction Categories: The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means.

SAVINGS ACCOUNT CHARGES

Regular Savings Account

Minimum balance fee: \$5.00

- assessed each month if account balance falls below \$200 (waived until 19th birthday)

Single service savings account fee: \$3.00

- assessed if savings account balance falls below \$2,500 and you have no other accounts, excluding Ownership Share, held under the same membership number (i.e. you only have a USE savings account on the membership)

Excess withdrawals

- if more than 5/mo. and account falls below min. balance: \$1.00/ea.

Market Rate Plus Account

Minimum balance fee: \$10.00

- assessed each month if account balance falls below \$2,500

Excess withdrawals

- if exceeds allowable Reg D limit: \$5.00/ea.

Money Market Advantage

Minimum balance fee: \$10.00

- assessed each month if account balance falls below \$2,500

Excess withdrawals

- if exceeds allowable Reg D limit: \$5.00/ea.

Wall Street Index Account (High-Yield Money Market Checking Acct)

Minimum balance fee: \$10.00

- assessed each month if account balance falls below \$2,500

Excess withdrawals

- if exceeds allowable Reg D limit: \$5.00/ea.

Membership Money Market Account

Minimum balance fee: \$10.00

- assessed each month if account balance falls below \$2,500

Excess withdrawals

- if exceeds allowable Reg D limit: \$5.00/ea.

GENERAL ACCOUNT CHARGES

Account history (since last statement): \$5.00/ea.

Account research and reconciliation: \$25.00/hr.

Cashier's check issuance - Members

- when made payable to account owner: No charge
- when made payable to third party: \$5.00/ea.

Cashier's check issuance - Non-Members: \$10.00/ea.

Check-by-phone: \$10.00/ea.

Check cashing fee

- for members with a combined balance of less than \$400: \$5.00/ea

Check cashing fee - Non-Members: \$7.50/ea.

Coin counting: 5% fee for members, 10% fee for non-members

Collection item (incoming, outgoing, or foreign): \$18.00/ea. or Credit Union cost, whichever is greater

Compliance with legal order: \$30.00/ea.

Copy of document: \$5.00/ea.

Copy of statement: \$5.00/ea.

Dormant Account: \$20.00/mo (fee charged after 12 months of inactivity)

Hold mail (branch pick-up): \$5.00/mo.

Locator fee (determine acct holder address): \$5.00 max. in any 12-mo period

Money Orders

- Member: \$3.00/ea.
- Non-Member: \$6.00/ea.

Notary service: \$10.00/signature, established by the CA Secretary of State

Notice of escheatment: \$2.00/ea.

Ownership Share single service inactive fee: \$5.00/ea.

- assessed when Ownership Share Account is the only account on your membership and you have had no activity on your membership for 24 months. You will be charged this fee and your account will be closed, but you will remain a lifetime member.)

Returned items

- One party: \$28.00/ea.
- Two or more parties: \$28.00/ea.

Returned statement fee (for undeliverable quarterly account statements): \$5.00/ea.

Rewards Package: \$5.00/mo.

Shared Branching Fee: \$2.00 for each cash withdrawal

Signature guarantee: \$5.00/signature

Stop payment-initial & renewal: \$28.00/ea.

Travelers Cheques: 1% of purchase amount

- No charge with Visa Gold or Platinum Cards
- 0.5% with Visa Gold or Platinum Cards

Gift Cheques: \$3.95/ea.

Gift Cards: \$3.95/ea.

- Maintenance Fee: \$2.95/mo, beginning 7th mo following issuance
- Customization Fee: \$10.00/ea. (waived for orders of 25 cards or more)

Verification of deposit: \$10.00/ea.

Wire transfer-domestic (outgoing): \$25.00/ea.

Wire transfer-foreign (outgoing): \$40.00/ea.

Wire transfer (incoming): \$5.00

INDIVIDUAL RETIREMENT ACCOUNT CHARGES

Outgoing Trustee to Trustee transfer request: \$20.00/ea.

Premature distribution: \$10.00/ea.

Closing Fee: \$20.00

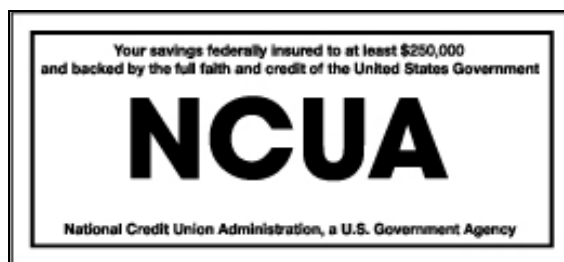
Schedule of Fees and Charges continued on next page

Schedule of Fees and Charges continued from previous page

<p align="center"><u>ELECTRONIC BILL PAYMENT CHARGES</u></p> <p>Monthly service charge (No fee with Free, Membership, & Premier Membership Checking Accounts)</p> <ul style="list-style-type: none"> assessed after first 6 months of service: \$5.50 <p>Transaction fee:</p> <ul style="list-style-type: none"> when more than 12 bills in any calendar month: \$0.30/ea <p>Non-sufficient funds fee: \$28.00/ea. Stop payment fee: \$28.00/ea. Expedited Payments</p> <ul style="list-style-type: none"> Next-day Electronic Payments: \$9.95/ea. Overnight Check Payment: \$30.00/ea. 	<p align="center"><u>VISA® XPRESS ATM & CHECKCARD (DEBIT) AND ATM CARD CHARGES</u></p> <p>At Non-USE and non-CO-OP ATMs:</p> <ul style="list-style-type: none"> Withdrawals: \$2.00/ea. Balance inquiries: \$1.00/ea. <p>Point of Sale transaction - PIN-based: \$0.25/ea. Point of Sale transaction - Signature-based: No charge Deposit correction: \$5.00/ea. Empty ATM Envelope: \$5.00/ea. Replacement card or PIN: \$5.00/ea. Additional cards (other than joint owner card): \$5.00/ea. Rush Card/Alternate Address Request: \$35.00/ea. Rush PIN/Alternate Address Request: \$35.00/ea. Hotcard: \$5.00/ea. Overdrawn account: \$28.00/ea. MyPic Personalized Card: \$6.95/ea.</p>						
<p align="center"><u>MEMBERSHIP FEES</u></p> <p>Regular membership fee: \$10.00 Senior membership fee (age 55+): \$2.50 Student membership fee: \$2.50 Minor membership fee: \$2.50 Merchant membership fee: \$15.00 Indirect Channel Membership Fee: \$15.00</p>	<p align="center"><u>GENERAL CONSUMER LOAN CHARGES</u></p> <p>Payment Deferral / Skip-A-Pay Fee: \$35.00 Loan Extension Fee: \$35.00 Reconveyance Fee: \$59.00 (plus additional recording costs) Subordination Fee: \$100.00 Payoff Demand: \$30.00 Check-by-Phone: \$10.00 Loan Coupon Replacement: \$10.00 Late Fee: 3% of late payments due or \$5 minimum</p>						
<p align="center"><u>HOME EQUITY LINE OF CREDIT AND INTEREST-ONLY HOME EQUITY LINE OF CREDIT</u></p> <p>Annual fee: \$50.00/yr.</p> <ul style="list-style-type: none"> Waived for the first year. Thereafter, waived if the outstanding balance is \$10,000.00 or greater at the time of assessment. <p>Early closure fee: \$500.00</p> <ul style="list-style-type: none"> Charged on accounts with credit limits of \$250,000 or less if the account is closed within the first three years from date of origination. <p>Mutual modification processing fee: Actual Costs Incurred</p> <ul style="list-style-type: none"> Estimated \$1,800-\$3,250 (Including but not limited to title search/report/insurance, appraisal, sub-escrow, flood certification, and recording fees) <p>Late charge: 5% of late payments due or \$5 minimum Over the limit charge: \$10.00</p>	<p align="center"><u>SAFE DEPOSIT BOXES</u></p> <p align="center">Only available at UCSD and Mission Valley Branches</p> <p>Annual rental fees</p> <table border="0"> <tr> <td>3"x5": \$29.00*</td> <td>6"x10": \$65.00</td> </tr> <tr> <td>3"x10": \$55.00</td> <td>9"x10": \$100.00</td> </tr> <tr> <td>5"x5": \$45.00</td> <td>5"x16": \$110.00</td> </tr> </table> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> Key Deposit: \$20.00/box Key Replacement: \$10.00/key Drilling of Box: \$100.00** Late Fee: \$5.00 	3"x5": \$29.00*	6"x10": \$65.00	3"x10": \$55.00	9"x10": \$100.00	5"x5": \$45.00	5"x16": \$110.00
3"x5": \$29.00*	6"x10": \$65.00						
3"x10": \$55.00	9"x10": \$100.00						
5"x5": \$45.00	5"x16": \$110.00						
<p align="center"><u>FIXED RATE SECOND MORTGAGE</u></p> <p>Late charge: 5% of late payments due or \$5 minimum</p>							
<p align="center"><u>POWERHOUSE SIGNATURE LOAN</u></p> <p>Late charge: 5% of late payments due or \$5 minimum</p>							
<p align="center"><u>DEALER DIRECT VEHICLE LOANS</u></p> <p>Late charge: 5% of late payments due</p>							
<p align="center"><u>TURBO VEHICLE PRODUCTS</u></p> <p>Late charge: 3% of late payments due or \$5 minimum</p>							

* Waived if at time of fee assessment you maintain combined deposit balances of at least \$40,000, have a USECU first mortgage, have a USECU Home Equity Line-of-Credit balance of at least \$45,000, or have a USECU second mortgage over \$200,000. If a larger box is desired, the amount of \$25.00 will be applied towards the annual rental fee for the larger box.

** Or actual cost, whichever is greater.



TRUTH IN SAVINGS DISCLOSURE STATEMENT

Supplemental Disclosure Effective April 12, 2008

Applicable to Liquid Gold Money Market Account

Below you will find important disclosure information regarding changes to your USE Credit Union disclosures and agreements that pertain to the Liquid Gold Money Market Account. Please review carefully. Should you have any questions, please contact your local branch office or our Member Service Center at 1-866-USE-4-YOU (866-873-4968).

IMPORTANT: RETAIN THIS LIMITED DISCLOSURE STATEMENT AS A SUPPLEMENTAL AGREEMENT TO YOUR TRUTH IN SAVINGS DISCLOSURE STATEMENT FOR YOUR RECORDS

This limited disclosure is given in conjunction with a supplemental agreement of USE Credit Union's Truth in Savings Disclosure.

It is given by USE Credit Union in compliance with Federal and California law. This is not a complete Truth in Savings Disclosure, but is limited to the supplemental agreement of USE Credit Union's Truth in Savings Disclosure Statement.

Liquid Gold Money Market Account:

Minimum Balance Requirements:

A minimum deposit of \$100 is required to open a Liquid Gold Money Market Account. The maximum deposit that will be accepted to open a Liquid Gold Money Market Account is \$1,000,000.

You may avoid the monthly service charge of \$10 by maintaining a minimum daily balance of \$2,500 in your account. If, on any day during the calendar month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee for that month.

Compounding and Crediting of Dividends

Dividends will be compounded monthly. For the Liquid Gold Money Market Account, 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 period is January 31. The dividend declaration date follows the ending date of a dividend period and for this example is February 1.

You may access your Liquid Gold Money Market Account in person at any of our branch locations and remotely through our Member Service Center, LiveWire, Online Banking, and Wireless Internet Banking. ATM access is not available with the Liquid Gold Money Market Account. There are no limits on the number of deposits made to this account.

You are, however, limited to six (6) transactions, each monthly statement period from among the following: (a) preauthorized transfers from your account; (b) telephone transfers from your account, including instructions to transfer funds sent to us by facsimile or data transmission; (c) transfers from your account initiated through Online Banking, LiveWire, or the Member Service Center; and (d) no more than three (3) of the six (6) transactions may be check or share draft transactions. An Excess Withdrawal Fee of \$5.00 will be assessed each month you exceed the allowable Reg D Withdrawal Limits as listed above.

Dividend Rate and Annual Percentage Yield

The Liquid Gold Money Market Account is a variable rate account with the Annual Percentage Yield (APY) based on the discretion of the Board of Directors. Rates change on the 1st of the month. All rates are subject to change at the discretion of the Board of Directors. An active USE checking account and Ownership Share account are required to earn APYs. An "active" checking account is defined as having a minimum activity level of at least five (5) transactions posted to the checking account each month. These transactions may consist of deposits and/or withdrawals by check, debit card, ATM card, ACH, transfers between USE accounts, automated deposits and automated withdrawals. If your checking account is closed for any reason (by you or us), or if your checking account becomes "inactive", the APY will change to the Regular Savings rate. Fees may reduce earnings.

Dividend Rate Tiers	Dividend Rate	Annual Percentage Yield
\$100 - \$4,999	%	%
\$5,000 - \$9,999	%	%
\$10,000 - \$24,999	%	%
\$25,000 - \$99,999	%	%
\$100,000 - \$249,999	%	%
\$250,000 - \$1,000,000	%	%

Pledging of Funds

No funds in the Liquid Gold Money Market Account may be pledged by any or all of the owner(s) as collateral security for any loan(s).

All other terms and conditions of your *Truth in Savings Disclosure Statement* will remain unchanged and continue in full force and effect.

TRUTH IN SAVINGS DISCLOSURE STATEMENT

Supplemental Disclosure
Effective March 1, 2009

Applicable to Relationship Money Market Account

Below you will find important disclosure information regarding changes to your USE Credit Union disclosures and agreements that pertain to the **Relationship Money Market Account**. Please review carefully. Should you have any questions, please contact your local branch office or our Member Service Center at 1-866-USE-4-YOU (866-873-4968).

IMPORTANT: RETAIN THIS LIMITED DISCLOSURE STATEMENT FOR A SUPPLEMENTAL AGREEMENT TO YOUR TRUTH IN SAVINGS DISCLOSURE STATEMENT FOR YOUR RECORDS

This limited disclosure is given in conjunction with a supplemental agreement of USE Credit Union's Truth in Savings Disclosure. It is given by USE Credit Union in compliance with Federal and California law. This is not a complete *Truth in Savings Disclosure*, but is limited to the supplemental agreement of USE Credit Union's *Truth in Savings Disclosure Statement*.

Relationship Money Market Account:

Minimum Balance Requirements:

A minimum deposit of \$100 is required to open a Relationship Money Market Account. The maximum deposit that will be accepted to open a Relationship Money Market Account is \$1,000,000.

You may avoid the monthly service charge of \$10 by maintaining a minimum daily balance of \$2,500 in your account. If, on any day during the calendar month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee for that month.

Compounding and Crediting of Dividends

Dividends will be compounded monthly. For the Relationship Money Market Account, 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 period is January 31. The dividend declaration date follows the ending date of a dividend period and for this example is February 1.

You may access your Relationship Money Market Account in person at any of our branch locations and remotely through our Member Service Center, LiveWire, Online Banking, and Wireless Internet Banking. ATM access is not available with the Relationship Money Market Account. There are no limits on the number of deposits made to this account.

You are, however, limited to six (6) transactions, each monthly statement period from among the following: (a) preauthorized transfers from your account; (b) telephone transfers from your account, including instructions to transfer funds sent to us by facsimile or data transmission; (c) transfers from your account initiated through Online Banking, LiveWire, or the Member Service Center; and (d) no more than three (3) of the six (6) transactions may be check or share draft transactions. An Excess Withdrawal Fee of \$5.00 will be assessed each month you exceed the allowable Reg D Withdrawal Limits as listed above.

Dividend Rate and Annual Percentage Yield

The Relationship Money Market Account is a variable rate account with the Annual Percentage Yield (APY) based on the discretion of the Board of Directors. Rates change on the 1st of the month. All rates are subject to change at the discretion of the Board of Directors. An active USE checking account and Ownership Share account are required to earn APYs. An "active" checking account is defined as having a minimum activity level of at least five (5) transactions posted to the checking account each month. These transactions may consist of deposits and/or withdrawals by check, debit card, ATM card, ACH, transfers between USE accounts, automated deposits and automated withdrawals. If your checking account is closed for any reason (by you or us), or if your checking account becomes "inactive", the APY will change to the Regular Savings rate. Fees may reduce earnings.

Dividend Rate Tiers	Dividend Rate	Annual Percentage Yield
\$100 - \$4,999	%	%
\$5,000 - \$9,999	%	%
\$10,000 - \$24,999	%	%
\$25,000 - \$99,999	%	%
\$100,000 - \$249,999	%	%
\$250,000 - \$1,000,000	%	%

Pledging of Funds

No funds in the Relationship Money Market Account may be pledged by any or all of the owner(s) as collateral security for any loan(s).

All other terms and conditions of your *Truth in Savings Disclosure Statement* will remain unchanged and continue in full force and effect.