



ACCOUNT AGREEMENT AND DISCLOSURE

Terms and Conditions for Deposit Accounts

October 2025

IMPORTANT DOCUMENT – PLEASE KEEP FOR YOUR RECORDS

Welcome to American First Credit Union.

ALL ABOUT YOUR ACCOUNTS

- CONSUMER ARBITRATION AGREEMENT
- TERMS AND CONDITIONS
- FUNDS AVAILABILITY
- SPECIFIC ACCOUNT DETAILS

ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION

By continuing to use your accounts or keeping your accounts open, and not exercising your right to opt-out hereunder, you will be deemed to have accepted and agreed to the terms of this Arbitration Agreement and Waiver of Class Action section ("Arbitration Agreement").

a. General. You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). In furtherance thereof, the complaining party shall: 1) provide the defending party at least 30 days written notice of the Claim signed by the person bringing the Claim explaining in reasonable detail the nature of the Claim and any supporting facts; and 2) schedule an in-person meeting (or a meeting by Microsoft Teams or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If we are unable to resolve the Claim after exhausting the pre-dispute resolution process noted herein, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement, even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes as well as its Mass Arbitration Supplementary Rules, as applicable, (collectively referred to herein as "Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (i) Claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are brought individually; (ii) actions initiated by or against "covered borrowers" under the Military Lending Act; (iii) Claims involving residential mortgage secured loans covered by Regulation Z; or (iv) any other Claims where arbitration is prohibited by law.

b. Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

c. Effective Date. This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the **RIGHT TO OPT-OUT** provision below.

d. Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

e. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

f. Severability. In the event the Class Action Waiver subsection is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver subsection, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

g. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at American First Credit Union, Attn: Arbitration Opt Out, P.O. Box 2477, Brea CA 92822-2477 within such 60 day time period. If you fail to opt-out within this 60-day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

h. Amendment/Termination of this Arbitration Agreement. Notwithstanding anything in this Agreement to the contrary, we will not amend or terminate this Arbitration Agreement unless we provide you with thirty (30) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period.

i. Survival. This Arbitration Agreement will survive termination of the Agreement.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, or call AAA at (800) 778-7879.

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 institution to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, American First Credit Union will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT – This document, along with 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 and retain it for future reference. 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 Fees & Services, and Truth in Savings Agreement applicable to the account type opened which reflects the qualifying balance if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable Federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state, and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this 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.

As used in this document the words "we," "our," "us", and "credit union" mean American First Credit Union and the words "you," and "your," mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this 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.

You understand and agree, for yourself (and any person or entity you represent if you sign as a representative of another person or entity) to the terms of this Agreement and the Schedule of Fees & Services. You understand and agree that this Agreement, along with any other documents we give you pertaining to your account(s), is a contract that establishes the rules that control your account(s) with us. When you sign the Application or open or continue to use the account(s), you agree to follow these rules.

You understand and agree that if any provision of this Agreement is found to be unenforceable according to its terms; all remaining provisions will remain in full force and effect. We may permit some variations from this Agreement, but we will only agree to do so in writing either on our Membership Application or in some other document.

Terms and Conditions Applicable to All Accounts

1. To join the Credit Union and receive membership privileges, you must complete a Membership Application pay a one-time, nonrefundable Membership Fee (entrance fee) of \$5.00. You must be and remain a member in good standing to maintain any account.
2. Our delay in enforcing any of the terms and conditions of this Agreement shall not prohibit us from enforcing such terms and conditions at a later date.
3. We reserve the right, upon a thirty (30) day written notice, to change any provision of or establish new provisions to this Agreement.
4. We may refuse to follow any of your instructions that in our sole judgment are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with you or what purports to be your oral, written, or electronic instructions.
5. We reserve the right to refuse to open any account, to limit or restrict service or to accept additional deposits to an existing account at our discretion.
6. We may endorse and/or collect items deposited to your account without our endorsement but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorser to be present or to have their endorsements guaranteed before we accept the item.
7. You authorize us to accept items payable to any account owner for deposit to your account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you.
8. You understand and agree that we may utilize automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so.
9. We will provide statements and other notices only to the person whose signature appears first on the Membership Application. You shall exercise reasonable care and promptness examining your statements and must promptly notify us of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: 1) we suffer a loss on the item because of your failure or 2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

Notification must be within thirty (30) days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

10. We or you may terminate an account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us which will not affect prior transactions. Moreover, if we receive conflicting claims to funds in an account we hold, we may, at our discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to our records, at the account mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction.
11. We reserve the right to close any account(s) should we discover that any of your accounts or any other accounts with us have been deliberately manipulated by you to our, any other account holder's, and/or our membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment.
12. We reserve the right according to the Credit Union By-Laws to expel your membership due to a conviction of a criminal offense, failure to carry out your contracts with the Credit Union, refusal to comply with the provisions of the California Credit Union Law or of the Credit Union By-laws, shall be cause for the expulsion of any member.
13. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.
14. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
15. **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. You may notify us in person at one of our branch offices, by logging into Online Banking and using the update form or by sending a written signed notice to:

American First Credit Union, P.O. Box 2477, Brea, CA 92822-2477

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.

All name changes require supporting documentation.

In the event that you fail to do this, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address.

- You agree to notify us immediately of the death or court declared incompetence of any authorized signer on your account.
- All accounts are subject to our Schedule of Fees & Services, which accompanies this Agreement is incorporated by this reference. We shall debit such charges against any account you own
- California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state after a period of three (3) years since the last time you:
 - a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
 - b. Corresponded in writing or electronically with us concerning the funds on deposit; or respond as instructed to a notice of inactivity or dormancy

Your account will not escheat to the state, however, if, during the previous three (3) years, you have owned another account with the Credit Union and, with respect to that account, you have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the account that would otherwise escheat, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other account are regularly sent.

If California state law is not applicable to you, the Credit Union will escheat according to your state of residency as evidenced on your account records.

We may charge a fee for mailing an escheat notice and/or a service charge for monies escheated to the state. To recover funds turned over to the state, you must file a claim with the state.

16. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
17. We may recognize the signature of anyone who signed a Membership Application or Account Update Form as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement, any Term Share (Certificate) Account Agreement, and/or the Membership Application shall be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.
18. You understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
19. Ownership for the primary account and all subaccounts shall be established and determined by the most recent Membership Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application(s) and a new membership account number may be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties, we may refuse to honor any withdrawal or order if there is a dispute or question as to the ownership of the account. If conflicting demands over the ownership or control of an account arise or you are unable to determine any person's continuing authority to give instructions we may, at our sole discretion: (1) freeze the account and withhold payment from you until American First Credit Union receives proof (in form and substance satisfactory to the Credit Union) of your right and authority over the account and its funds; (2) required the signatures of all you for the withdrawal of funds, or closing of the account, or any change in the authorized signers or owners of the account; and/or (3) request instructions from a court regarding the ownership or control of the account. In no event will we be liable for any delay or

refusal to follow instructions that occurs as a result of a dispute over the ownership or control of your account. We may return checks and other items, marked "Refer to Maker" in the event there is a dispute or uncertainty over an account's ownership or control.

20. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.
21. All non-cash payments shall be credited, subject to final payment, on the day of deposit. Your right to withdraw the funds represented by certain checks, savings, or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. You will refer to the Credit Union's Disclosure of Delayed Funds Availability Policy for further details.
22. If a check or other item which we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.
23. We may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your account. We may, at our option, notify you, by telephone or in writing, if a check has been returned unpaid and the fee charged.
 - a. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
 - b. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
 - c. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. You agree that we are not required to identify stale dated checks or seek your permission to pay them.
 - d. All accounts are subject to our Schedule of Fees & Services which accompanies this Agreement and is incorporated by this reference. We shall debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA accounts. Only fees related to an IRA account will be debited from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
24. We may but are not obligated to transfer funds from your savings, checking, or loan accounts on your written, oral, or electronic request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) will be processed only on our "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer may not occur.
25. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
26. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records for the period required by law will be available to you. You agree to pay applicable fees for those copies.
27. **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.
28. In the event that a corporate check is lost or stolen, you must execute and deliver to us a written Declaration of Lost, Stolen, or Destroyed Check to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Declaration of Lost, Stolen or Destroyed Check is not enforceable until the later of (i) the time the Declaration of Lost, Stolen, or Destroyed Check is properly delivered to us, or (ii) the 90th day following the date of the corporate check. You agree to indemnify us for any loss or claim occasioned by us attempting to or stopping payment on such check.
29. You authorize us to gather whatever credit, checking account, and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.
30. We are not responsible for any loss or damage which results from your negligence, including, without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.
31. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will not open an account without this identification number. For additional information on this requirement, you will read "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in this Agreement.
 - a. In the event that a negative balance is created in your account whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.

In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any

contribution to the account or source of funds in the account. Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account.

- b. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a savings, checking, or money market account; a transaction or asset account; and a credit account or other extension of credit would each constitute an "account."
- c. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund. The amount of insurance coverage depends on the number of accounts we have with you and the ownership of those accounts. For example, if we have one individual account with you it will be insured up to \$250,000.
- d. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action occurs.
- e. You agree to indemnify, defend, and hold us and our employees harmless from and against every claim expense including, without limitation, attorneys' fees, which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.
- f. Your account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
- g. You acknowledge that if you give anyone access to your account (such as, for example, providing any person with your Debit card, ATM card, card PIN, or Online and Mobile Banking password, or granting any person power to act as your agent under a power of attorney or trustee for a trust account), you understand that any transaction completed by such person shall be considered authorized by you.
- h. Severability In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. Cash Transactions - All cash transactions are final. If you need cash in the amount of \$5,000 or more from us, we may require a 48-hour advance notice. We are required by the Bank Secrecy Act to file certain reports and follow specific member identification procedures in cases of large currency transactions. In our effort to accommodate as many members as possible in the event of a disaster or other emergency, we reserve the right to limit the amount of funds that can be withdrawn from your account.

Terms and Conditions Applicable to All Individual and Joint Accounts

1. If there is more than one owner, all agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge us from any liability.
2. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), you may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of you shall be binding on all of you. You may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed your total primary and contingent liability to us. You may not withdraw any funds below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Terms and Conditions Applicable to All Pay-On-Death (P.O.D.) Designations

1. If you made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to you during your lifetime and upon your death, first to us to the extent of any outstanding matured or unmatured debts owed to us by you and second to your designated P.O.D. payee(s). If the account is jointly owned, to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of them and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees. Individual Retirement Accounts (IRA) beneficiaries will be paid according to documents on file.
2. A Pay-On-Death designation cannot be changed by a Will.

Terms and Conditions Applicable to Living Trust Account

1. If you are a trustor/trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.
2. We are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
3. You acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in your "Trustee's Account Agreement and Certification of Trust."
4. Living trust accounts are not subject to Multiple Party Accounts Law.

Terms and Conditions Applicable to All Fiduciary Accounts

1. You are duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian, or Conservator. By the authority vested in you, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by us.
2. If the account is blocked, you understand and agree that you shall file with the court a written receipt including an agreement with us that the

funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.

3. You may not pledge any or all funds on deposit in your American First Credit Union account as security for any loan(s) outside of the Credit Union.
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

Overdraft Privilege – Refer to the Overdraft Privilege disclosure provided to you at the time your checking account is established, or contact us in writing at P.O. Box 2477 Brea, CA 92822-2477, by telephone at 800.290.1112, or by emailing us at contactus@amerfirst.org

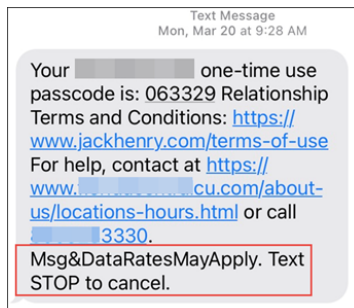
Internet Gambling: Federal Law prohibits you from using your account to perform any transactions involved with unlawful Internet gambling. Such restricted transactions include transactions in which a person or entity accepts credit, funds, instruments or other proceeds from another person or entity in connection with unlawful Internet gambling. Additionally, we reserve the right to refuse any transactions that would potentially violate any state or federal law. If the Credit Union discovers any of these transactions have occurred, we will take remedial action up to and including closing the account.

Passcode Disclosure

With Passcode, the credit union can send a one-time use passcode to an email address or mobile number, already on file with the credit union to verify you, the member. This adds another layer of security before providing information or completing transactions on your account.

Consent to Emails and Automated Messages

When you are assisted by one of the credit union associates by phone you will be asked your delivery preference, email or SMS message. AT this point , your message will be sent along with the one-time passcode, and a link to the Terms and Conditions.



By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number.

Text messages will be sent from (833) 707-1697, to cancel text messaging from us, send STOP to this number. For help or information regarding text messaging, send HELP to (833) 707-1697 or contact our customer service at 1-800-290-1112. You expressly consent to receipt of a text message to confirm your "STOP" request.

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help direct at 1-800-290-1112.

Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us. Messaging and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Privacy

If you have any questions regarding privacy, please read our [Privacy Policy \(https://www.amerfirst.org/privacy-policy\)](https://www.amerfirst.org/privacy-policy).

Change in Terms: We may notify you of a change of terms of our Agreement with you by mailing to you at the last address on file for you or delivering a notice, a statement message, posting the updated change of terms Agreement on the Credit Union website. However, we do not have to notify you if any changes are beneficial to you (e.g. a reduction or waiver of any fees or the addition of services).

Claim of Loss: If you claim 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 attorney's 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 may pursue your rights or at your 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.

Credit / New Account Verification: By requesting to open an account with the Credit Union, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for each entity or principal) agree that we may obtain credit information from check or credit reporting agencies, and/or by any other means. We may do so at the time you open the account, at any time while your account is open, or after your account is closed if you owe us any amounts related to your account and we may use such information for any purpose permitted by law.

Code of Conduct: We conduct our business in a professional manner and expect you to be courteous and respectful to all our members. We expect our members to conduct their business with us in a professional manner and to be courteous to and respectful of our staff. We reserve the right to close your accounts or restrict services if we determine that your conduct toward any of our staff is discourteous, disrespectful, harassing or discriminatory.

PRIVACY POLICY - IMPORTANT INFORMATION ABOUT OUR FINANCIAL PRIVACY

American First Credit Union understands the importance of protecting the privacy of its members. As such, we are committed to maintaining the confidentiality of each member's financial records consistent with state and federal laws. Our separate Privacy Policy explains how the Credit Union collects and shares your "Non-Public Personal Information" (NPPI) (personal information that is not available publicly) and further describes your rights to limit what American First Credit Union

information we may share about you.

We reserve the right to revise our Privacy Policy as our business needs and practices change or as the law requires. If we revise our policies, we will provide our active members with copies of our new policy at that time.

INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9) (Section References are to the Internal Revenue Code)

PURPOSE OF FORM. A person (such as the Credit Union) who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report for example, income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA.

You must use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to us, and, when applicable to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, you must use a Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If we give you a form other than a W-9 to request your TIN, you must use our form if it is substantially similar to Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real Estate transactions are not subject to backup withholding. Non-resident Alien (NRA) withholding tax rate is 30% or a reduced rate under an applicable income tax treaty or under tax code exemptions if valid documentation is received.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to us; or
2. We do not certify your TIN when required (see the Part II instructions for Certification for details); or
3. The IRS tells us that you furnished an incorrect TIN; or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to us that you are not subject to backup withholding under 4, above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See "Specific Instructions" on the next page and the separate Instructions for the Requestor of Form W-9.

PENALTIES

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

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

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

Misuse of TINs - If we disclose or use TINs in violation of Federal law, we may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage, without informing the Social Security Administration of the name change, you enter your first name, the last name shown on your social security card and your new last name. The Credit Union requires valid identification for all names used to open an account.

Exempt from backup withholding. If you are exempt, you enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form. Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9. If you are a Non-Resident Alien or a foreign entity not subject to backup withholding, you give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete the form to avoid possible erroneous backup withholding.

PART I. Taxpayer Identification Number (TIN). You must enter your TIN in the appropriate box.

If you are a Resident Alien (RA) and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). You enter it in the Social Security number box. If you do not have an ITIN, you see **How to Get a TIN** below.

Note: See the chart entitled "What Name and Number to Give the Requester" for further clarification of name and TIN combinations.

How to get a TIN- If you do not have a TIN, you must apply for one immediately. To apply for an SSN, you get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. You must get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, you write "Applied For" in the space provided for the TIN on your Account Application, sign and date the form and give it to us. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to us before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to us. The Credit Union reserves the right to refuse your request to open an account or establishment membership until your tax identification number is received.

Note: Writing "Applied For" means that you have already applied for a TIN, or that you intend to apply for one soon.

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

PART II. Certification.

To establish to the withholding agent that you are a U.S. person, or Resident Alien, you sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise. For a joint account, only the person whose TIN is shown in Part I on the W-9 should sign (when required). Exempt residents - see Exempt from Backup Withholding.

Signature requirements- Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts that were considered active during 1983- You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker and barter exchange accounts opened after 1983 and broker accounts that were considered inactive during 1983- You must sign the certification or backup withholding will apply. If you are subject to backup withholding and are merely providing us with your correct TIN, you must cross out item 2 in the certification before signing the form.
3. Real Estate transactions- You must sign the certification. You may cross out item 2 of the certification.
4. Other payments- You must give your correct TIN, but do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions- You must give your correct TIN, but do not have to sign the certification.

Privacy Act Notice.

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to us who must file information returns with the Internal Revenue Service (IRS) to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws. You must provide your TIN whether or not you are required to file a tax return. We must generally withhold 24% of taxable interest, dividend, and certain other payments to you if you do not furnish your TIN to us. Certain penalties may also apply.

WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

For this type of account:	Give the name and SSN of
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. The revocable trust (grantor is also trustee)	The grantor-trustee

FUNDS AVAILABILITY

DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS (Delayed Funds Availability)

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the next business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use 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. 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.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of our deposit. For the purposes of this Section of this Agreement, every day is a business day except Saturdays, Sundays, and holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below. If you are unsure about when a particular deposit will be available for withdrawal, please ask us.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. In general, as a courtesy, the credit union releases \$275 of any check hold on the same day as deposit with the exception of New Accounts. See Special Rules for New Accounts below.

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 American First 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
- Corporate, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. As a courtesy, the credit union releases the first \$275 of any check hold on the same day as your deposits, with the exception of New Accounts. See Special Rules for New Accounts below.

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

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

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$6,725 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. Exception Hold – Large deposits exception applies to the aggregate amount of all check deposits made on a single day. This exception cannot be invoked for deposits of cash or electronic payments (direct deposits). When a deposit consists of a mix of checks, the Credit Union has the discretion to which check(s) apply to the exception. The Exception Hold applies to check deposits of \$6,725 and above.
6. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of corporate, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

Check Cashing

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Items made payable to parties not on your Credit Union account will not be accepted for deposit through the ATM or the Credit Union Service Center System.

Deposits at Automated Teller Machines (ATMs)

Funds from any deposits made at Automated Teller Machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. Funds in the amount up to \$275 from any deposits made at an ATM we own or operate will be available on the next business day after the day of deposit, the remainder will be available on the second business day unless an Exception Hold applies. . Refer to the Funds Availability disclosure in the Account agreement for the availability of the remainder of funds. Checks drawn on American First 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. All ATMs that we own or operate are identified on our machines.

If your deposit is not made directly to one of our employees, and we decided to extend the check hold we will mail you a notice by the date after we receive your deposit.

Cash Limitation

All cash transactions are final. If you need cash in the amount of \$5,000 or more from us, we require a 48-hour advance notice. We are required by the Bank Secrecy Act to file certain reports and follow specific member identification procedures in cases of large currency transactions. In our effort to accommodate as many members as possible in the event of a disaster or other emergency, we reserve the right to limit the amount of funds that can be withdrawn from your account.

SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check. In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

Name	7654
Address, City, State	20
Pay to the order of	\$
	dollars
Bank Name and Location	
Memo	
	

FRONT OF CHECK

↑

TRAILING EDGE

↓

YOUR INDORSEMENT MUST BE WITHIN THIS AREA

← 1 1/2" →

Keep your indorsement out of this area.

BACK OF CHECK

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

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or 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.

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.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit 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).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

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

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.

For any questions or assistance with your accounts or services, please contact us at 800.290.1112 or visit our website at www.amerfirst.org.

AMERICAN FIRST CREDIT UNION

6 Point Drive Ste 400
Brea, CA 92821-4322
800.290.1112

Harbor & Imperial Branch
4180 N. Harbor Blvd Ste A
Fullerton, CA 92835

Buena Park Branch
6011 Lincoln Avenue Ste B
Buena Park, CA 90620

Orange Branch
247 E. Katella Avenue
Orange, CA 92867

Eastvale Branch
6102 Orbis Way Ste 550
Eastvale, CA 92880

PRIVACY POLICY

FACTS	WHAT DOES AMERICAN FIRST CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and credit score
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons American First chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American First share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes – to offer our products and services to you	YES	YES
For joint marketing with other financial companies –	YES	YES
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	NO	We don't share
For our affiliates to market to you	NO	We don't share
For non-affiliates to market to you	YES	YES

To limit our sharing	• Call toll-free 800.290.1112 to speak with a Member Service Representative • Fill out the opt-out form below and mail or bring it to your nearest American branch; or fax it to American First Credit Union at 562.237.5111 • Email us at: Contactus@amerfirst.org If you are a <i>new</i> member, we can begin sharing your information 45 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice, however, you can contact us at any time to limit our sharing.
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Questions?	Call toll-free 800.290.1112 or go to www.amerfirst.org
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Opt-Out Member Notification Form		
If you have a joint account, your choice will apply to everyone on your account. ☐ Do not share my personal information with non-affiliates to market their products and services to me. ☐ Do not share my personal information with other financial institutions to jointly market to me.		
Name		Mail to: American First Credit Union P.O. Box 2477 Brea, CA 928221-2477
Address		
City, State, Zip		
Account #		

Who we are

Who is providing this notice?	American First Credit Union
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What we do

How does American First Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. American First Credit Union regularly tests and assesses its information security measures to protect your information.
How does American First Credit Union collect my personal information?	We collect your personal information, for example, when you: • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes – information about your credit worthiness • affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]
What happens when I limit sharing for an account, I hold jointly with someone	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>American First Credit Union has no affiliates</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Nonaffiliates we share with include investment, insurance, and other financial services companies</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Our joint marketing partners include investment, insurance, and other financial services companies</i>

Other important Information

The California Financial Information Privacy Act (FIPA), Financial Code §§ 4050-4060, gives California consumers additional rights to limit the sharing of their personal financial information by financial service companies doing business in California.

Under California law, financial service companies must get your permission first, before they can share your personal financial information with outside companies. This does not apply to sharing with outside companies that offer financial products or services. You have a right to “opt-out” of information sharing with outside companies for those purposes. Other states have similar privacy protection laws. If you need assistance contact the credit union by calling 800.290.1112, option 6, and then option 6 again. Provide your name, call back number and specify which state you are calling for. Someone from the credit union will return your call.

If you are a California resident, we have attached a form entitled, “Important Privacy Choices for Consumers” that includes details on how you can further limit our information sharing under California law.



California Consumer Act

As applicable in other states

As a member of American First Credit Union, you have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choice

Restrict Information Sharing with Other Companies We Do Business with To Provide Financial Products and Services:

Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

☐ NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name: _____ AFCU Account Number(s): _____

Signature: _____

To exercise your choices, please do one of the following:

- (1) Fill out, sign and mail this form to us at:
American First Credit Union
Attn: Member Services
P.O. Box 2477
Brea, CA 92822-2477
 - (2) FAX the completed, signed form to us at: 562.237.5111
 - (3) Call toll-free 800.290.1112 to speak with a Member Service Representative
 - (4) Email us at: contactus@amerfirst.org
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ELECTRONIC FUND TRANSFER SERVICES DISCLOSURE

October 2025

IMPORTANT DOCUMENT – PLEASE KEEP FOR YOUR RECORDS

ELECTRONIC FUND TRANSFER SERVICES ABOUT THIS AGREEMENT

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

We provide a variety of electronic funds transfer (EFT) Services for deposit and loan accounts. EFTs are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, mobile banking, bill pay, direct deposits, ATMs, and debit card. Your acceptance, signature, retention or use of (or by authorizing another person to sign or use) a Mastercard® debit card, ATM card or any of the Services we provide here under constitutes an agreement between us and you as described below.

You understand and agree that the agreements, terms, conditions, rules and regulations applicable to your savings account(s), checking account(s), Mastercard® credit card, Line of Credit, Credit cards, HELOCs and any other applicable accounts and other services remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement.

Copy Received

You acknowledge receipt of a copy of this Agreement. You should retain a copy of this Agreement (and any information that the Credit Union provides you regarding changes to this Agreement) for as long as you maintain your account with us.

Charges for Electronic Funds Transaction Services

Charges associated with your EFTs are disclosed in our Schedule of Fees & Services which was provided to you at the time of account opening; for certain optional electronic transactions available in Online Banking such as for Bill Pay, Account-to-Account Transfers, Zelle®, other fees may apply for services or expedited processing. The fees are disclosed to you at the time of the transaction or added to your transaction.

Change in Terms

We may change the terms and charges for the Services provided under this Agreement and may amend, modify, add to, or delete from this Agreement from time to time, including related forms and disclosures, such as our Schedule of Fees & Services. If you have an account with us through which electronic transactions are being processed, you will receive written notice at least twenty-one (21) days prior to the effective date of the change(s) to the extent required by law, or as otherwise provided by law.

Governing Law

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

At the present time, American First Credit Union participates in several types of Services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs such as the CO-OP Network, Accel, and other systems as may be added from time to time, "MoneyLine" Audio Response Electronic Telephone Banking, Online Banking, Mobile Banking, Remote Deposit Capture, Electronic Check Transactions, and Point of Sale (POS) Transactions. Information applicable to all electronic Services offered by us is given below, with certain specific disclosure information for each Service following in separate sections.

You understand that the Services referenced in this Agreement can be revoked if you are not a member in good standing. To be a member in good standing you must 1) meet Credit Union membership requirements, 2) be at least of sufficient age to enter into a binding contract (18 in most states), 3) be a member with an open and active account, 4) not have any loans with the Credit Union that are delinquent 60 days or longer, and 5) not have had a past or present loan or account with the Credit Union that cause the Credit Union to suffer a dollar loss.

TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our service providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS") AND/OR PRERECORDED OR ARTIFICIAL VOICE MESSAGES, and/or emails from us for our everyday business purposes (including to keep you informed, to collect any amounts owed to us, identity verification, and to provide fraud, security breach, or identity theft alerts). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. You understand that you are not required to provide consent to receive telephone calls or text messages via ATDS or prerecorded or artificial voice message calls as and you may change the telephone number provided or withdraw your consent at any time by contacting us at 800-290-1112.

PART 1 ELECTRONIC FUND TRANSFER SERVICES WE OFFER

1. Mastercard® Debit Cards

As a condition of opening certain checking accounts, understand that a Mastercard® debit card is not a credit card and does not provide “credit” which means that you may not defer payment of debit card transactions. You can use your Mastercard® debit card as follows:

Participating Network Transactions:

- Deposit cash or checks to your savings and checking accounts
- Withdraw cash from your savings and checking accounts
- Balance inquiries on your savings and checking accounts

ATM Transactions at American First Credit Union Proprietary ATMs (those owned and operated by American First Credit Union):

- Deposit cash or checks to your savings and checking accounts
- Withdraw cash from your savings and checking accounts
- Transfer funds between your savings and checking accounts within the same account number
- Check your balances on your savings and checking accounts

Some of these services may not be available at all American First Credit Union ATMs. Also, ATM services may be limited on certain ATMs which we do not own (non proprietary), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

You can use your Mastercard® debit card at participating merchants to:

- Purchase goods and services at places that accept Mastercard® debit cards. Purchases are debited from your checking account. If you have arranged with a merchant to make recurring payments, you must notify the merchant if your debit card number or expiration date has changed or your debit card is closed.
- Withdraw cash while making a purchase if the merchant permits the cash-back option.

2. Online Banking and Bill Payment Service

Online Banking is our electronic banking service that allows you to access your accounts without assistance from our staff by using our Internet website and your online banking PIN/Password. The Bill Payment service is an electronic method of paying bills. You must have a checking account with us to use the Bill Payment services. If you would like to take advantage of the Online Banking and Bill Payment services, visit our website and enroll with your eligible Credit Union accounts.

Refer to Part 7 (Online Banking) of this Agreement for more information about Online Banking and the Bill Payment Service.

3. Mobile Banking

Mobile Banking is a service that allows you to access your Credit Union account information, products and services similar to Online Banking and engage in such other financial transactions using compatible and supported mobile devices. All features and services available through Online Banking may not be available via Mobile Banking.

Refer to Part 7 (Online Banking) of this Agreement for more information about Mobile Banking.

4. Mobile Deposit

The Mobile Deposit Service is designed to allow you to make deposits to your designated eligible accounts using a compatible mobile wireless device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to us.

Refer to Part 7 (Online Banking) of this Agreement for more information about the Mobile Deposit Service.

5. ACH Transactions

With respect to internal transfers between American First Credit Union accounts (“Internal Funds Transfer Services”), they expressly exclude the following transfer types, which are governed under separate addendums or agreements: Wire Transfers, Bill Payment Transfers, and Person to Person Transfers, the following shall apply.

General Information

When you access or use the Internal Funds Transfer Services function through Online Banking or Mobile Banking, you will be prompted to select the type of transfer and provide required transfer information. There are no fees for these Internal Funds Transfer Services. Transfers are generally processed immediately or on the day you scheduled the transfer to take place. Transfers scheduled in advance may be cancelled or edited prior to the transfer date.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction, unless you attempt to make transfers that are prohibited under any American First Credit Union agreement governing use of the Internal Funds Transfer Services for your account or prohibited under federal or state laws. This may include limits on the number of transfers from savings and money market accounts as mandated by federal law.

You agree to be bound by National 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. If we do not receive such, 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 the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of payment order or credit. American First Credit Union reserves the right to revoke this service, or to stop, revoke, or otherwise refuse payment of any ACH origination transaction, at any time and within its sole discretion; if we choose to do so, we will notify you in regard to any affected transactions.

We may place funds from an Automated Clearing House (ACH) transaction on hold if we suspect fraud. We will notify you in writing if the funds are on hold. The hold is a measure to prevent fraudulent activity and protect both the credit union and our members. The hold provides time for the credit union to verify the accuracy of the account and routing details, as well as the legitimacy of the transaction itself. Transactions to or from newly opened accounts might be subject to additional verification and potential holds until the account history is established.

Internal Transfers – Same Ownership

You may transfer funds between your American First Credit Union accounts with like ownership titles or transfer funds to make a payment to eligible American First Credit Union loan accounts, and you may also transfer funds to another member's Credit Union account. You may initiate a one-time transfer or schedule a transfer or series of transfers in advance. There is currently no transfer amount limit.

You understand that you may only transfer funds into the account you establish, and you cannot receive funds from the account(s), nor will you have access to any information regarding the other member's account, other than name and account number. The person receiving the funds will see the last 4 digits of your account number on their periodic statement and online for the transfer. You agree and accept responsibility for obtaining permission from the American First Credit Union account owner to send funds to their account using this service. Additionally, you waive your right to privacy of your member number as it is used in this Service stated in this Agreement because you have provided this information willingly and of your own accord to another party.

External Transfers:

IMPORTANT NOTE: The first time you set up an account for external transfers, you will be asked to provide proof of ownership of your External Financial Institution (RDFI) account. The Credit Union will initiate an ACH verification transaction into the external account which will consist of two small deposits and a debit for the total. The Credit Union shall be harmless for any fees incurred against the external account as a result of these verification transactions.

We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

PART 2 TERMS AND CONDITIONS APPLICABLE TO ALL ELECTRONIC SERVICES

Our Business Days

Our business days are Monday through Friday, except federal holidays. Our branch business hours are 9:00 a.m. to 5:00 p.m. Pacific Time, Monday through Thursday, and 10 a.m. to 6:00 p.m. on Friday. Branch hours and holiday schedules are posted on our website. Automated Teller Machines (ATMs), POS terminals, the "Money Line" Audio Response Telephone Banking System, Telephone Banking Service, and Online Banking are generally open, but not always accessible, 24 hours a day, 7 days a week. After hour call center services are available to assist 24 hours a day, 7 days a week. Services may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties

Information about your account or the transactions you make will be disclosed to third parties:

- When it is necessary to complete an electronic transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency, court order, or any legal process;
- With your written permission; or
- As permitted by our Privacy Notice.

Your Right to Receive Documentation of EFT Transactions

1. **Terminal Transfers.** In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions of \$15 or less at merchant locations, you may not receive a receipt.
2. **Periodic Statements.** You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using an EFT Service, which will show the calendar date that you initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly.
3. **Preauthorized Deposits.** If you have arranged to have preauthorized electronic deposits of your net paycheck, payroll deductions, pension checks or federal recurring payments (e.g., Social Security payments) made to your account at least once every sixty (60) days from the same person or company, you will receive a monthly periodic statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.
4. **Online Banking Transactions.** You may print a record of transactions or view individual transactions at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to our Schedule of Fees & Services.

Personal Identification Numbers (PIN)

You understand that you cannot use your Mastercard® debit card, ATM card, Online Banking and certain other Services we offer without an applicable identification number (including but not limited to, a username and/or password), which we collectively refer to as a PIN, and/or biometric authentication, such as your fingerprints or FaceID. You are responsible for the safekeeping of your PINs. If you forget your PIN, you may contact us and we will issue a Replacement PIN or assist in resetting your PIN. When you use your PIN, you authorize us to withdraw funds from your account to cover such transactions.

Your PINs are confidential and should not be disclosed to third parties or recorded. You agree to notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if any unauthorized person gets access to the PIN. You acknowledge that if you give anyone authority to access your account along with your PIN or other information allowing access to your account (such as, for example, providing any person with your Debit card, ATM card, card PIN, or Online and Mobile Banking password, or granting any person power to act as your agent under a power of attorney or trustee for a trust account), you understand that any transaction completed by such person shall be considered authorized by you even if that person exceeds your authority. 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 PIN or other access device allowing access to your account 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. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately.

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).

Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting

Consumer Accounts: If you have a consumer account, this section governs your liability for unauthorized EFTs on such account.

You must tell us AT ONCE if you believe your debit card and/or PIN for any EFT Service has been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. A written notification to us may be required following your telephone call. You could lose all the money in your account (plus your maximum overdraft Line of Credit, if you have one, and/or the funds in a linked account).

If you tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, you can lose no more than \$50 if someone used your debit card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, and we can prove we could have stopped someone from using your debit card and/or PIN without your permission if you had told us, you could lose as much as \$500.

If your periodic statement reflects EFTs that you did not make, including those made by debit card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. Claims of unauthorized transactions can be made only in connection with posted and settled transactions. You agree to reasonably cooperate with our investigation into any claims of unauthorized transactions, including but not limited to, providing us with all requested information supporting your claim. If you do NOT tell us within sixty (60) days after the statement was mailed to you, we may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Business Accounts: If you have a business account, this section governs your liability for unauthorized EFTs on such account.

You must tell us AT ONCE if you believe your debit card and/or PIN for any EFT Service has been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. A written notification to us may be required following your telephone call. You could lose all the money in your account (plus your maximum overdraft Line of Credit, if you have one, and/or the funds in a linked account).

If your periodic statement reflects EFTs that you did not make or authorize, including those made by debit card, PIN or other means, you must tell us at once. If you do NOT tell us within thirty (30) days after the statement was mailed or delivered to you, you understand and agree that you are precluded from asserting the unauthorized EFT against us if: (1) we suffer a loss because of your failure; or (2) we pay another transaction by the same wrongdoer if the payment was made before you properly notified us. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the foregoing preclusion will not apply, and the loss on the EFT(s) will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized EFT within sixty (60) days or more after your statement has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in connection with the EFT.

Special Provisions for Mastercard® Debit Card Transactions (Zero Liability Protection)

If you are using a consumer debit card, you are not liable for any unauthorized transactions made using your Mastercard® debit card provided you:

- Exercised reasonable care in safeguarding your Mastercard® debit card from any unauthorized use;
- You promptly report to us any loss or theft of the Mastercard® debit card; and
- You notify us of the unauthorized transactions within sixty (60) days after we send you the first periodic statement on which the transaction appeared.

We may increase the amount of your liability for unauthorized Mastercard® debit card transactions if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of your account or the Mastercard® debit card.

How to Notify the Credit Union in the Event of an Unauthorized Transaction If you believe your checks, debit card and/or PIN have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (800) 290-1112, or report it to us by utilizing "Contact Us" on the credit union website (amerfirst.org), or use the option "Manage Card" in Online or Mobile Banking to report lost or stolen card(s). You should also call the number listed above if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions about your Electronic Funds Transfers **Consumer Accounts:** If you have a consumer account, this section included information about how to notify us in case of errors or questions after consumer EFTs on your account, and our responsibilities to investigate.

If you think your periodic statement is wrong, or if you need more information about a transaction listed telephone us at 800.290.1112; write us at American First Credit Union, PO Box 2477, Brea, CA 92822-2477; or email us at contactus@amerfirst.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. For consumer accounts, we must hear from you no later than sixty (60) days after we made the FIRST statement on which the problem or error appeared available to you. You must:

- Tell us your name and account number (do not email your account number);
- Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

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

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

For consumer debit cards, in accordance with Mastercard® Operating Rules and Regulations, you will receive provisional credit for Mastercard® debit card losses for unauthorized use within five (5) business days after you have notified us of the loss in writing. However, see the section entitled "PIN-less Mastercard® Debit Card Transactions" in Part 3 below for further details regarding Mastercard® debit card transactions initiated through a non-

Mastercard® debit network.

For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. We will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your account for five (5) business days after the notification. We are required to honor only items that we would have paid if the provisionally credited funds had not been debited. You may ask for copies of the documents that we used in our investigation.

Your Liability for Transactions You Initiate in Error or As Victim of Fraud

You understand and agree that you are responsible for all transfers you authorize. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

Our Liability for Failure to Make or Complete Electronic Fund Transfers

If we do not properly complete an EFT 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 and damages. However, there are some exceptions. We will not be liable, for instance, if:

- Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
- The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
- The ATM, network system or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
- The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
- Your Mastercard® debit card has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, or is retained by us at your request;
- Any of your PINs have been repeatedly entered incorrectly;
- The transaction would exceed an unused line of credit (e.g., your overdraft Line of Credit limit or Mastercard® Credit Card limit);
- Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
- You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
- A payee mishandles or delays a payment sent by the Bill Payment Service;
- Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
- You have not provided us or our Bill Payment Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the above-stated exceptions apply, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

Fees for Electronic Fund Transfers

Fees for all EFT services are disclosed in our Schedule of Fees & Services, which accompanies this Agreement and is incorporated herein by reference. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in our Schedule of Fees & Services for each stop payment order you give. If you request a copy of documentation relating to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to our reasonable cost of reproduction may be charged. Any fees charged will be deducted from your checking or savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

If you have been issued an additional Mastercard® debit card for a joint owner or authorized user on your account, any applicable transaction fees outlined in our Schedule of Fees & Services will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred.

The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your periodic statement.

If you use an ATM that is not operated by us, you may be subject to additional fees imposed by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Electronic Fund Transfer Limitations

You may make an unlimited number of withdrawals from, or transfers among, your savings accounts by mail, messenger, or in person at the Credit Union or at an ATM, or through other EFT Services. You may also make an unlimited number of withdrawals from your savings accounts through MoneyLine if you request that we send you a check.

Cancellation/Termination of Electronic Services

You may cancel any electronic Service at any time by notifying us in writing and by actually discontinuing use of the electronic service. If you cancel any Service requiring the use of a Mastercard® debit card, you agree to cut up all such cards issued to you and dispose of them. If you ask us to cancel or terminate your account or the use of a Mastercard® debit card (or any other access device), you will remain liable for subsequent transactions performed on your account. Cancellation by any one account owner will be binding on all account owners and we are not required to notify other account owners of the cancellation.

We reserve the right to terminate or suspend your access to electronic Services, in whole or in part, at any time and for any reason. Services may be

suspended, without advance notice, if there are insufficient available funds in any one of your accounts or if you are deemed to be a member not in good standing as defined in our Member Conduct and Limitation of Services Policy. After suspension, Services may be reinstated, at our discretion, once there are sufficient available funds in your accounts to cover any fees and other EFTs and debits.

Your cancellation or our termination of Services does not terminate your accounts or agreements with us and will not affect your obligations under this Agreement, or any account or other agreement you have with us, or your obligations for transfers and payments made prior to cancellation or termination.

Notice and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through Online Banking if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address and email address. You agree to notify us promptly of any change of address or email address. If you change your address, you may notify us in person at our office, via Online Banking or by sending a written and signed notice to: American First Credit Union, PO Box 2477, Brea, CA 92822-2477. If you change your email address, you must update your email address in Online Banking.

Services not Covered by this Agreement

The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be amended by us from time to time, continue to apply, except to the extent expressly modified by this Agreement. In addition, we may offer additional Services besides those described in this Agreement that have separate agreements and disclosures.

Illegal Activities

You may not use your Mastercard® Debit Card, the Services, or any other access device or method (including ACH and electronic check transactions) for any illegal activity or to engage in any transaction that would constitute a crime under local, state or federal law, including without limitation any "racketeering activity" as defined in 18 U.S.C. § 1961. If an online merchant displays a payment card logo, that does not mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not use your Mastercard® Debit Card or any other access device or method to purchase any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Waiver

Our delay in enforcing any of the terms and conditions of this Agreement will not prohibit us from enforcing such terms and conditions at a later date.

Assignment of Agreement

This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us.

Collections

You agree that we are entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of our Services and you agree to repay any amounts which create an overdraft balance immediately upon demand. We have a security interest in your present and future shares and have the right to apply such shares to any money you owe. If any legal action is required to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Rules Governing Your Account

This Agreement, all accounts and electronic services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, California law. Account transactions may also be subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

Your Agreement to Indemnify Us

You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.

LIMITATION OF OUR LIABILITY

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF, OR YOUR INABILITY TO USE, THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." YOU UNDERSTAND AND AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION

REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS, OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

PART 3 MASTERCARD® DEBIT CARDS

In this section, "Card" refers to your American First Credit Union Mastercard® debit card and any duplicates, renewals, or substitutions the Credit Union issues to you, unless otherwise noted. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at ATMs and participating POS terminals, you authorize us to make withdrawals from your designated account for cash advances and/or purchases.

When you use your Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document, or you may be asked to provide only your Card number. Some merchants impose a fee for Card transactions.

Account Access

You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card. You may also use your Card to withdraw cash from your share account using an ATM.

Ownership of the Card

Each account owner may have one Card to access your account without a charge. If your Card is lost or stolen, you may also be charged a Replacement Card Fee. The fee is set forth in the Schedule of Fees & Services. The Card remains our property and you agree to surrender it to us upon demand.

We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if:

- Any of your accounts are overdrawn;
- You use your Card in a manner which may cause a loss to us;
- Your checking account is inactive if you maintain a balance of less than \$250 in your checking account and you have not made a withdrawal from, deposit to, or transfer involving the account in more than **sixty (60) days**. You understand and agree that inactive checking account(s) that fall into this category will be closed by us, and we will transfer the entire checking account balance into a Regular Savings Account which is subject to all terms and conditions applicable to Regular Savings Accounts; including minimum balance requirements to (a) avoid monthly service fees, and to (b) obtain disclosure Annual Percentage Yield (APY). Refer to our Truth in Savings Disclosure for Share Savings Accounts, and current Schedule of Fees & Services for details; If you do not have a share account a check will be mailed to your last known address.
- Any mail sent to your address is returned to us as undeliverable;
- Any email sent to you by us is returned as undeliverable;
- We are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or
- Where we deem it necessary to maintain or restore the security of your account(s) or the POS system.

We also reserve the right to recall the Card through retrieval by any of the ATMs. You may cancel your Card at any time by calling us at (800) 290-1112.

Deposits Made at an ATM

We accept deposits at an ATM subject to verification and collection by us. Such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Deposits made at an ATM after the close of business each day will be considered made on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope (if the ATM requires the use of a deposit envelope), inaccurate scanning of your deposit (if the ATM does not require the use of a deposit envelope), or improper keying of your transaction.

Limitations on Frequency and Dollar Amount of Transactions

To protect your balance, we place daily dollar limits on ATM withdrawals and Card purchases, even if your available balance is higher than the daily limit. However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we will notify you if we do).

The following limits apply:

1. **ATM Transactions.** Provided you have sufficient available funds in your account, you may use your Card at an ATM up to a maximum of ten (10) transactions, or to withdraw up to a maximum of \$1,000.00 in cash, including any applicable fees/surcharges, whichever comes first, each twenty-four (24) hour period.

Minimum withdrawal amounts and increment amounts may vary depending on the network or ATM you access. For example, the minimum withdrawal and increment amount is generally \$20.00.

2. **POS Transactions -Limitations on Frequency and Dollar Amounts of Transactions.** You may make cash advances and purchases only to the extent that you have available funds in your checking account plus available funds in your designated overdraft sources. Purchase transactions with a debit card are limited to a maximum of twenty (20) PIN-based POS transactions, or to obtain cash advances and make purchases up to a maximum amount of \$5,000 each calendar day. The daily limit with an ATM or Debit card on ATM cash withdrawals is \$1,000. Some ATMs or retailers may place a restriction on their cash limits. Purchase transactions with a Debit Gold card are limited to \$7,500 each calendar day and \$1,500 ATM cash transactions. Certain merchants may require a signature or PIN with Contactless Card based transactions. For security reasons, there is a limit of twenty (20) signature transactions each calendar day.

Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the above amounts. ATM & POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees. For security reasons, in the event your Card or PIN is lost or stolen, there may be restrictions on transactions you can make at ATMs.

You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

Authorization Holds for Mastercard® Debit Card Transactions

When you use your Card for purchases, most merchants will ask us to authorize your purchase. If we authorize your purchase, we will place an authorization hold on your balance, generally for up to three (3) calendar days, to pay for your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (for example, at a gas station).

We may place a longer hold for certain types of purchases. There are times – for example, at restaurants, gas stations, hotels or car rental agencies – when a merchant will not know the exact amount of your purchase when the authorization is requested. If the authorization is more or less than the actual purchase amount, the authorization hold may remain in place even after the purchase amount has posted (settled) to your account. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM or check transactions drawn on your account while a hold is in place on your account.

For more information regarding how debit card authorization holds impact your available account balance, contact us at (800) 290-1112.

Overdrafts

We generally will not authorize an ATM transaction or a one-time debit card transaction if your available balance is insufficient to pay for the transaction, and we will not charge an NSF Fee, unless you have opted in to Debit Card Overdraft Privilege. It is the Credit Union's practice to allow overdraft protection from several sources, if those overdraft sources are located on the same account. You may also be allowed to set up the overdraft protection from another account number with the same owner on both accounts. You may select a priority order for your source of overdraft at the time of checking account opening, or by notifying the Credit Union in writing. Any changes to priority order must be made in writing to the Credit Union. You also have the option to select and make changes to a priority order in Online Banking.

You may opt out or change the overdraft protection source by submitting a written request to American First Credit Union P.O. Box 2477, Brea, CA 92822-2477. We reserve the right to expand or restrict the types of accounts that may be linked to your Card. Refer to the section entitled Liability for Overdrafts in the Deposit Account Agreement and Truth-in-Savings Disclosure.

Overdraft Privilege – Refer to the Overdraft Privilege disclosure provided to you at the time your checking account is established, or contact us in writing at P. O. Box 2477, Brea, CA 92822-2477, by telephone at (800) 290-1112, or by emailing us at contactus@amerfirst.org.

Our Right to Refuse Card Transactions

We reserve the right to refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity.

ATM Safety

You agree to use caution at all times when using an ATM. Some precautions you can take are:

Avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along especially at night; lock your vehicle when you leave it; have your Card in your hand as you approach the machine; avoid reaching in your wallet or purse in front of the machine; avoid counting your cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. Prevent others from seeing you enter your PIN, and do not accept assistance from anyone you do not know when using an ATM. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to the police as soon as possible.

We want ATMs to be safe and convenient for you. Tell us if you know of any problem with the facility. For example, let us know if a light is not working or there is any damage to the facility. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to both the operator of the facility and to the police as soon as possible.

Returns and Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your checking account. The amount of the credit will be reflected on your periodic statement.

Foreign Transactions (Mastercard® Debit Card)

Purchases, cash advances and credits processed outside of the United States, including Internet transactions you initiate in the United States but that a merchant processes in a different country, or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with Mastercard®'s operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard® itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your Card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

We charge a Foreign Transaction Fee of 2% for international transactions that will be added to the amount of your purchase, cash advance or credit, regardless of whether the international transaction requires a currency conversion.

Card Claims and Transaction Questions

When you authorize other parties to debit your checking account, you are responsible for these transactions. This means that you will have to contact these parties directly if you have questions or complaints about your transactions.

PIN-less Mastercard® Debit Card Transactions

We allow non-Mastercard® debit transaction processing. This means you may use your Card on a PIN-Debit Network (a non-Mastercard® network) without using a PIN to authenticate your transactions. Mastercard® Operating Rules and Regulations generally define a PIN-Debit Network as a non-Mastercard® debit network that typically authenticates transactions by use of a personal identification number (PIN), but that is not generally known for having a card program.

There are two types of authenticated transactions when using a Card: PIN-based and signature-based. In a PIN-based debit transaction, a cardholder enters a PIN to authorize the transaction. In a signature-based debit transaction, a cardholder signs a receipt. As a result of changes to Mastercard®'s Operating Rules and Regulations, you may choose to purchase goods and services with your Card through a PIN-Debit Network without the requirement of entering your PIN. The networks that support PIN-less transactions for the Credit Union are Star, Cirrus and NYCE.

Examples of PIN-less debit transactions include initiating a payment directly with a biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of your PIN.

You understand and agree that the terms and conditions of your agreement with us relating to Mastercard® debit transactions do not apply to non-Mastercard® debit transactions. For example, the additional limits on liability (sometimes referred to as Mastercard®'s Zero Liability program), provisional credit policies and the streamlined error resolution procedures offered on MasterCard debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

PART 4 PREAUTHORIZED TRANSFERS

Account Access

Preauthorized payments may be made from your checking account.

Initial Authorization

You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.

Notice of Varying Amounts. If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before such payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Right to Stop Preauthorized Payment

If you want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, you must call us at: 800.290.1112 or write us at PO Box 2477, Brea, CA 92822-2477 in time for us to receive your stop request no less than three (3) business days or more before the next payment is scheduled to be made. If you call, we may also require you to put confirmation of your request in writing at the above address and get it to us within fourteen (14) days after you call. An oral request ceases to be binding after fourteen (14) days if you have not provided us with your required written confirmation of your request. We will charge you for each stop payment or revocation request you give pursuant to our current Schedule of Fees & Services. If you have given us a request to revoke this entire preauthorized payment authorization, you understand and agree that you must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

Stop payments applied will remain in effect until the earlier of:

- the withdrawal of the stop payment order by the account holder;
- the return of the debit; or;
- six (6) months from the date of the stop payment order, unless you renew it in writing.

Our Liability for Failure to Stop Payment

If you order us to stop one of your preauthorized payments no less than three (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, to the extent provided by law.

Liability for Unauthorized Electronic Payments

You may be liable for unauthorized transfers made from your account by a third party. If you believe such transfer has occurred, you must follow the procedures outlined in the "How to Notify the Credit Union in the Event of an Unauthorized Transaction" section.

Fees

If your account does not have sufficient available funds to pay a preauthorized payment, the request may be returned to the third-party payee and your account will be charged an NSF Fee as stated in our Schedule of Fees & Services.

PART 5 PREAUTHORIZED DEPOSITS

If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at 800.290.1112 and we will advise you whether or not the preauthorized deposit has been made. Preauthorized deposits may only be made to your savings or checking account(s).

If, in connection with a direct deposit plan, we deposit any amount in an account which we are later required to return to the Federal Government for any reason, you authorize us to deduct the amount 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.

Direct Deposit maybe credited up to 2 business days prior to the designated payment date if provided by the payer.

Documentation of Preauthorized Deposits

Generally, you will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.

PART 6 ELECTRONIC CHECK TRANSACTIONS

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

Types of Available Transactions. You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access- Electronic Check Transactions may be made from your checking account only.

Limitations on Dollar Amounts of Transactions- You may make Electronic Check Transactions only to the extent that you have available clear funds in your checking accounts plus available funds in your designated overdraft sources and Overdraft Privilege, if applicable

Remotely Created Checks- If the Electronic Check Transaction involves a remotely created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely-created check into any of your accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely created check, which you have deposited into your account, is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

PART 7 ONLINE BANKING

This Part 7 explains the terms and conditions governing the online banking services offered through Online Banking via our website, including without limitation the Bill Payment Service, external transfers, internal transfers, mobile banking, and mobile deposit (collectively, "Online Service(s)"); some of which may require separate enrollment and have additional terms of use. We may, from time to time, introduce new Online Services and we will update our website and this Agreement as necessary to include them.

Acceptance of Online Banking Terms and Conditions

When you use, access, or permit any other person(s) to use or access, any of the Online Services, you agree to abide by the terms and conditions of this Agreement in its entirety, as may be amended from time to time. We may amend or change this Agreement at any time, as determined in our sole discretion. Where required by applicable law, we will notify you of such changes. If you use the Services after the effective date of a change, your use indicates your agreement with the change(s). A copy of the most current Agreement will be available in Online Banking. We ask you to please review the Agreement regularly. If, at any time, you do not agree with the terms and conditions of the Agreement, please discontinue your use of the Services.

Types of Available Transactions

Subject to any account restrictions, you may use your Online Banking PIN to:

- Make balance inquiries
- View and/or download account history as available
- Transfer funds among and between your accounts with us
- Transfer funds from your accounts to another Credit Union member's account with us
- Transfer funds to/from your accounts at other financial institutions, if you are eligible for and participate in the account to account (A2A) electronic transfer service
- Transfer funds to/from a non-member's account with another financial institution if you are eligible for and participate in the person-to-person (P2P) electronic transfer service. To protect your accounts, we've set limits on how much money you can transfer:

Next Day

Remaining today	\$1,000
Daily	\$1,000
Per Transfer	\$1,000
Weekly	\$1,000

- Make withdrawals from your savings account(s) (except from IRAs or Certificate Accounts) or checking account(s) made by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to your address of record
- Make loan payments by transferring funds from your share, checking, or Money Market accounts at the Credit Union or designated Shared Branch.
- Utilize Bill Payment service from your designated checking account (requires a separate Bill Payment Services Registration form)
- Open new checking or savings accounts
- Apply for loans
- Set up and manage account alerts
- Enroll in and access eStatements
- View online check images
- Perform self-service account maintenance such as re-ordering checks, requesting copies of periodic statements, placing a stop payment on checks issued by you, updating your address, email address and telephone number(s).
- Activate or report a debit card lost or stolen

We may, from time-to-time, introduce new features to Online Banking or modify or delete existing features. We will notify you of such changes if required by applicable law. By using any new or modified features, you agreed to be bound by the terms and conditions associated with such features, if any.

ADDITIONAL DISCLOSURES APPLICABLE TO "MONEYLINE" AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING "MoneyLine" Audio Response Electronic Telephone Banking is a telephone banking service which will allow you to perform monetary transactions and account balance inquiries without assistance from our staff. You will actually "talk" directly with our computer. Before you can use "MoneyLine" Audio Response Electronic Telephone Banking, you must obtain an Audio Response Electronic Telephone Banking System Personal Identification Number (PIN).

Types of Available Transactions. You may use your identification number ("MoneyLine" Audio Response PIN) to:

1. Make transfers between your accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Obtain dividend date and amount;
4. Obtain information as to clearance concerning specific checks;
5. Make transfers to make loan payments;

6. Make withdrawals from your share account(s) (except from IRAs or from certificate accounts) or checking account(s) by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to your address of record;
7. We may offer additional services in the future and, if so, you will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions - MoneyLine

- Account withdrawals by check through our "MoneyLine" Audio Response System are limited to \$5,000 during any 24-hour period. You may transfer up to \$10,000 between accounts during any 24-hour period.
- For security reasons, in the event your Audio Response PIN is lost or stolen, there may be restrictions on transactions you can make on the Audio Response System. "MoneyLine" Audio Response Personal.

Identification Number (PIN)

You understand that you cannot use the "MoneyLine" Audio Response System without an identification number, which we refer to as a "MoneyLine" Audio Response PIN, and that you will select your PIN at our office or you will receive our Audio Response PIN by separate mail or by telephone. You are responsible for the safekeeping of your "MoneyLine" Audio Response PIN provided by us and for all transactions made by use of the "MoneyLine" Audio Response System. You will notify us immediately and send written confirmation if your "MoneyLine" Audio Response PIN is disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your Account if anyone not authorized by you has access to the PIN. If you disclose your "MoneyLine" Audio Response PIN to anyone with authority to access Services, however, you understand that you have given them access to all associated accounts via the "MoneyLine" Audio Response System and that you are responsible for any such transactions. You further understand that your "MoneyLine" Audio Response PIN is not transferable, and you will not disclose the "MoneyLine" Audio Response PIN or permit any unauthorized use thereof.

Personal Identification Number (PIN) Protection

In our sole discretion, we may change the parameters for PINs used to access the Online Banking Services without prior notice to you. If we do so, you will be required to change your PIN the next time you access Online Banking. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Services, you agree to protect and keep confidential your debit card number, account number, PIN, access code, password and any other means of accessing your accounts via the Online Banking Services. The loss, theft, or unauthorized use of your card number, account number, login ID, PIN, access code, password, or other means to access your account ("Account Information") could cause you to lose some or all of the money in your accounts, including draws on your credit card or line of credit. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.

If, at any time, you believe that your Account Information has been lost or stolen or the Online Banking Services have been used or accessed without your authorization, you agree to notify us immediately as provided for in this Agreement.

Your PINs are established for security purposes. You understand that you cannot use the Services without a PIN. **YOU AGREE THAT USE OF YOUR PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your PIN acts as your signature.** All transactions entered into using the Services that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your PIN or as otherwise authorized under this Agreement.

Minimum System Requirements

In order to conduct transactions through the Mobile Banking Service with us, you must download the American First Mobile app on to one of the supported devices. In order to conduct transactions through the Mobile Banking Service with us you must download the American First Mobile app from the App Store or Google Play stores.

YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Further, you are responsible for obtaining and maintaining Internet services from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilizing up to date web-browsers/mobile phone operating systems, computers, laptops, mobile phones, tablets, or other devices used to access Online Services ("Access Devices") and best commercially available encryption, antivirus, anti-spyware, and Internet security software. You acknowledge that there are certain risks associated with using open networks such as the Internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the equipment and Access Devices used to access the Online Services, and for the transmission and receipt of information using such equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your equipment and/or Access Device. You understand that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and equipment are protected from and free of viruses, worms, Trojan horses, or other harmful, destructive elements which could result in damage to your Access Device, equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party.

WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICES OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED VIA ONLINE BANKING.

Eligibility

You understand and agree that in order to use the Online Services, you must have an account in good standing.

You understand that if you disclose your Account Information to any person(s), you have given them access to your account(s) via the Services including the ability to review all of your personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions if you have given the person authority to access the Online Services. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your PIN, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your PIN or other Account Information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your PIN. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the

revocation and the PIN has been changed.

If you fail to maintain the security of your PIN and the Credit Union suffers a loss as a result, we may terminate your access to the Online Banking Services immediately, as determined in our sole discretion.

If you voluntarily subscribe to a third-party account aggregation service where your selected American First Credit Union deposit and/or loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your American First Credit Union PINs to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your American First Credit Union accounts.

Biometric Authentication

To enable biometric authentication (TouchID/Face ID) to login to your account, you are required to remember your username on the access device. Once enabled, you understand and agree that any TouchID /Face ID stored on the access device can be used to access your accounts in Mobile Banking. Family and friends that may know your passcode could access your device and access your accounts. It is your responsibility to keep the passcode to your device secure to prevent unauthorized access to your accounts. We do not control the functionality of Face ID. There may be circumstances where Face ID will not function as expected and we may ask you to log in using your PIN/password.

Preventing Misuse of your Account

Your role is very important in the prevention of any wrongful use of your account. You must promptly examine your periodic statements upon receipt. If you find that your records and ours disagree, you must immediately call us. For your protection, sign off after every session and close your browser to ensure confidentiality. To maintain the security and privacy of your account, we recommend that you periodically change your PIN. You are responsible for keeping your PINs and other account information confidential. Neither the Credit Union nor any company affiliated with the Credit Union will contact you via email or phone requesting your Online Banking PIN. If you believe that your PIN or any other account information may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately.

Joint Accounts

The terms and conditions in this Part 7 extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner should have a unique login ID and password. Each account designated for Online Banking can be accessed via Online Banking by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any joint account owner or authorized signer. If you use the Online Services to access an account you jointly own with another member, access and transactions by any one such member through the Online Services will be considered authorized by all account owners.

Services Fees

You may generally access the Online Services provided to you at no additional cost. We reserve the right to add fees in the future provided that we notify you of such changes if required by applicable law. You remain responsible for any telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Limitations on Frequency and Dollar Amount of Transactions

Fund transfers by and between your accounts at the Credit Union through the Online Services are not limited in terms of minimum or maximum dollar amounts per transaction except as provided for in this Agreement. All loan advances are limited to the amount of credit available from your personal Line of Credit account, credit card line or HELOC line.

SECTION 1 ELECTRONIC TRANSFER SERVICES

Authorization

The Electronic Transfer Service allows you to login to Online Banking and transfer funds to or from your account(s) at the Credit Union and your external account(s). You authorize us to charge your designated account for all transfers of funds that you initiate through Online Banking and you agree to have sufficient available funds in your account on the date such transfer is to be performed. You authorize us to select any means to execute your funds transfer request including ACH. You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association.

Types of Transfers: One-time and Recurring

You may set up transfers to occur in two ways: one time only or on a recurring basis. The date the debit is scheduled to take place is known as the "Send Date." One-time transfers may be immediate or scheduled for a future Send Date. Recurring transfers may be used to set a fixed dollar amount to be transferred at regular intervals (i.e., on the 31st of every month, every two weeks, etc.) for a period of time that you set. Recurring transfers with no ending date shall continue until you instruct us to stop. For External Transfers, any recurring Send Date that falls on a non-business day will be processed on the next business day.

We process one-time and recurring transfers at least once per business day. Following the debit from your American First Credit Union account, the transfer will take approximately 2-3 business days to complete.

Internal Transfers

Internal transfers are those transfers between linked and eligible accounts held at American First Credit Union ("Internal Transfers"). Internal Transfers are limited by dollar amount. The minimum transfer amount is \$0.01 and the maximum transfer amount is \$999,999.00, with a maximum per day limit of \$999,999.00. Subject to the maximum per day limit of \$999,999.00, there are no limits on the number of Internal Transfers you may make per day unless otherwise noted in Part 2 Terms and Conditions Applicable to All Electronic Services. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using Internal Transfers.

Internal Transfers will be processed only on business days. If you designate an Internal Transfer as an immediate one-time transfer on a business day, your transfer will be processed immediately during your Online Banking session, provided that you have sufficient available funds in the designated account. If you do not have sufficient available funds for an immediate one-time transfer, your transfer will be rejected during your Online Banking session, and nothing further will happen. If you have selected a Send Date in the future or established a recurring transfer, your transfer will be processed on the selected Send Date(s). If you do not have sufficient available funds by 12:00 a.m. PST on the Send Date(s) to transfer the designated amount, our system will automatically attempt to re-process the Internal Transfer for the designated amount for the next fifteen (15) days.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the applicable credit agreement.

External Transfers

Account to Account (A2A) external transfers are those transfers between your American First Credit Union accounts and other personal accounts you own at other financial institutions ("External Transfers"). External Transfers may be used for:

- Transfers from your American First Credit Union account to your account at another financial institution.
- Transfers from your account at another financial institution to your American First Credit Union account.

Person to Person (P2P) external transfers are those transfers between your American First Credit Union accounts and non-members at other financial institutions.

- Transfers from your American First Credit Union account to a non-member at another financial institution.
- Transfers from a non-member at another financial institution to your American First Credit Union account.

Eligibility for External Transfers. To be eligible for External Transfers, you must be a member in good standing. For Account to Account (A2A) you must be an owner of the account at the other institution.

Account Validation for External Accounts. You authorize us to validate any external account in a manner selected by us, including through the use of test deposits. If we choose to utilize test deposits to verify the external account, two low value deposits will be transferred into and debited out of your designated external account. Once the test deposits are complete, we may ask you to access your external account at the other financial institution to tell us the amount of the two test deposits or any additional information reported by your financial institution with these test deposits. We may also verify external accounts by requiring you to submit proof of ownership of such external account. Your failure to provide proof of ownership may result in indefinite suspension of your use of electronic transfers.

Your Representations and Warranties Concerning External Transfers. By using External Transfers, you represent and warrant the following:

- The external account is a United States account;
- You have the right to authorize and permit us to access your external accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information, you are not violating any third party rights;
- The information you provide to us is true, current, correct and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes.

You Give us a Limited Power of Attorney. For as long as you use the External Transfer service, you give us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution, for you and in your name, place and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as you might or could in person. If you request to stop using the External Transfer service and we have had a reasonable opportunity to act on your request, this limited power of attorney will be automatically revoked; provided, however, that any act done by us in good faith before we receive your request to stop using the External Transfer service and have had a reasonable opportunity to act on such request will be deemed to be authorized by you.

Limitation of American First Credit Union Liability for External Transfers. You understand and agree that at all times your relationship with each financial institution or other provider besides American First Credit Union is independent of your relationship with us and your use of External Transfers. We will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption or discontinuance of any external account by such financial institution or provider. You agree that we will not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the external accounts; (2) our debit and/or credit or inability to debit and/or credit the external accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (4) any fees or charges imposed by any other financial institution or provider besides American First Credit Union; and (5) any funds transfer limitations set by the financial institution or other providers of the external accounts.

Not all types of accounts are eligible for funds transfer. Available for all share account and consumer loans, not available for business accounts. Share certificates, IRAs, and Commercial Real Estate loans are not eligible. We reserve the right to decline the use of any external account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.

External Transfer Processing and Limitations. External Transfers will only be processed on business days. Cut-off time for standard delivery transfers; is 11:00 p.m. Pacific Time. Cut-off time for next-day transfer is 5:00 p.m. Pacific time. External Transfers requested after 5:00 p.m. PST on a business day or on a non-business day will be considered received on the following business day. When establishing a transfer, External Transfers will display the earliest estimated Send Date available.

Sufficient Funds. For External Transfers, you must have sufficient available funds in the designated account. On the Send Date for us to properly process your transfer instructions. Amounts subject to hold pursuant to our hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal are excluded from the available balance in an account.

If sufficient funds are not available in the designated account on the designated Send Date to transfer the designated amount, the External Transfer will be rejected, and will not be reinstated or reattempted.

Frequency

We do not generally limit the number of EFTs you may make; however, we may from time to time modify the frequency of External Transfers for security reasons. In addition, you may not make EFTs in excess of the number of funds transfers allowed by the rules governing the applicable accounts as may be specified in the Account Agreement & Disclosure, and Truth-in-Savings Disclosure or other agreements.

Dollar Limits

External Transfers are limited by dollar amount as follows:

Account-to-Account (A2A):

- Transfer limit for outbound/inbound standard delivery (including pending/scheduled transfers): \$10,000 Daily/\$20,000 Weekly/\$20,000 Monthly (rolling 30-day period)
- Transfer limit for outbound/inbound next-day delivery (including pending/scheduled transfers): \$10,000 Daily/\$20,000 Weekly/\$20,000 Monthly

Person-to-Person (P2P) transfers:

- \$2,500 per transaction
- \$2,500 per processing day
- \$3,000 per processing week
- The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer. We may from time

to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using the External Transfer service. Declining Transfers we reserve the right to decline to affect any EFT, to submit funds transfer instructions or orders or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

Refer to the Schedule of Fees & Services for any related fees (e.g. External Account Transfer fee, Returned Item fee, and Non-Sufficient fee).

Right to Cancel External Transfers

You may not cancel or stop an External Transfer that is already in progress. For one- time transfers designated with a future Send Date and recurring transfers, you may cancel any transfers as long as you log in and cancel or stop the request before the Send Date or next scheduled recurring transfer.

For recurring transfers, you can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If you choose to cancel the entire recurring payment schedule, all future transfers will be canceled, and you must reschedule any recurring payments you want to occur in the future.

Timeliness

We will make all reasonable efforts to process your electronic transfer in a timely manner. In the event that a debit entry to any of your accounts, or any portion of such debit entry, has failed and the credit side of such electronic transfer has been released and cannot be collected, we reserve the right, and you hereby authorize us, to debit any of your accounts at American First Credit Union to satisfy any such delinquency.

We may not notify you of such event other than by posting such debit entry(s) to the applicable account in accordance with this Agreement. In the event any of your accounts do not contain sufficient available funds to satisfy a debit entry, in whole or in part, you understand and agree that we reserve the right to collect on such debit entry as permitted by law.

Suspension/Termination and Reinstatement of the Electronic Transfer Services

We reserve the right to immediately suspend or terminate your use of the Electronic Transfer Service, without prior notice to you, under any of the following circumstances:

- Mail we send you is returned undeliverable;
- Undeliverable email address or unverifiable email address.
- Your phone number is disconnected or we are unable to reach you at the phone number(s) listed on the account;
- Any of your deposit accounts with us are overdrawn;
- We detect unusual transaction patterns based upon account and deposit history;
- We suspect unusual banking transaction(s), and possible fraud;
- The inability of the electronic transfer program to successfully debit from any of your accounts;
- The inability of the electronic transfer program to successfully collect from any of your accounts;
- Negative account activity such as Insufficient Funds (NSF);
- You attempt an electronic transfer to or from an account you do not own;
- Your failure to comply with this Agreement.

In the event we suspend or terminate your use of the Electronic Transfer Service, you may request reinstatement of your use of the service by contacting us. We reserve the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the Electronic Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the Electronic Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions on the electronic transfers than what otherwise might be available to you. Based upon your subsequent use of the Electronic Transfer Service, we may, in our sole and absolute discretion, thereafter, restore your full ability to use the Electronic Transfer Service, subject to such changed limits as may then be in effect.

Name and Account Number Inconsistency

You understand and agree that the NACHA Operating Rules permit the posting of an ACH entry based solely on account number. Thus, an electronic transfer made via ACH credit or debit entry may be posted to the account number provided, even if the name and account number of such entry do not match. The Credit Union at its sole discretion may return an ACH credit that is received in the name other than what is listed on your account. Receiving and using funds credited to your account that were not intended for you may result in a liability on your part, and possible account closure. You understand and agree that when entering account instructions, it is your sole responsibility to ensure that you enter such account information accurately. Further, your obligation to pay the transfer shall not be excused in the event of any inconsistency. In the event you make an error in entering account information, you understand and agree to hold American First Credit Union harmless from any fee or loss you may incur, including any fees and penalties assessed on the external account.

Our Liability

We will use commercially reasonable efforts to post your transactions properly to the designated account when you use the Electronic Transfer Service correctly and comply with this Agreement and all other requirements as set forth by us. However, we will incur no liability if we are unable to complete the electronic transfer affected by you through this service because of any one or more of these circumstances:

- Your error that impacts the electronic transfer for any reason.
- Your failure to comply with this Agreement and all other requirements as set forth by the Credit Union.
- Your failure to provide complete and/or correct information. Issues such as insufficient available funds and the like that prevent and/or delay the Credit Union from processing your electronic transfer.
- Circumstances beyond our control (e.g., fire, flood, interference from outside sources, failure of electronic systems, etc.) that prevent the processing of the electronic transfer despite reasonable precautions on our part.

You understand and agree that we must rely on the information provided by you, and you authorize us to act on any instruction to submit an electronic transfer request which has been, or reasonably appears to have been, sent or authorized by you. We are not obligated to take any further steps to confirm or authenticate such instructions and will act upon such instructions without getting further confirmation.

You agree that we shall be liable to you only for our negligent performance or non- performance of the Electronic Transfer Services provided for in this Agreement, and that our responsibility is limited to the exercise of reasonable and ordinary care. If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an amount less than the amount in your instructions, our liability is limited to the interest on the amount that we failed to timely transfer, calculated from the date the transfer was to be made until the date it is actually made or the day you canceled the instructions. We will pay interest to you and such payment will discharge us from liability to the other party. If we make a transfer in an amount that

exceeds your instructions, our liability will be limited to a refund of the amount transferred, plus interest from the day of the transfer to the day of the payment, but not more than sixty (60) days' interest. In limited circumstances, we, at our option, attempt to cancel or amend an electronic transfer at your request, but we may not be able to cancel or amend an electronic transfer because of the ACH posting rules, funds availability, or the actions or inactions of the financial institution where the external account is located. You agree that we will have no liability to you or any third party if a cancellation or amendment is not completed for any reason, and you will indemnify us against any such claims.

SECTION 2 BILL PAYMENT SERVICE

Eligibility

We offer the Bill Payment Service to make one-time or repeating payments to individuals, companies or merchants in order to pay your bills. You must be a member in good standing, over the age of 18 (or age of majority depending on the state in which you reside), with an open checking account to set up or use the Bill Payment Service.

Fees

Currently, we do not charge any monthly service fees for the use of our electronic Bill Payment Service. However, we reserve the right to charge a monthly service fee in the future. If we decide to do so, we will provide you with a notice of change in terms in accordance with applicable law.

There may be a charge for additional transactions and optional services as disclosed on our Schedule of Fees & Services. You agree to pay such charges and authorize us to charge your designated checking account or, if your designated checking account or overdraft source(s) do not contain sufficient available funds, you authorize us to charge your savings account, and if sufficient funds are not available in your savings account, we will charge your money market account(s), then your Line of Credit, then Courtesy Pay, in that order.

Designating a Bill Payment Account

When you set up Bill Payment services, you must designate a checking account as your Bill Payment account. If you close your Bill Payment checking account, your Bill Payment services will end, and any unprocessed bill payments will not be made. In the event you change your checking account number, you understand that you must re-enroll in the Bill Payment Service and re-establish scheduled bill payments.

Important

Any payee you wish to pay through Bill Payment must be payable in U.S. Dollars. You may not use the Bill Payment service to make payments to a federal, state, or local government or tax unit, or other categories of payees that we may establish from time to time. You must allow sufficient time for the payee to receive and process the payment before the payment due date (the date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by payee). If you do not allow sufficient time, you will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

Availability of Funds

On the scheduled date of your payment, we will attempt to verify funds in your account at 5:00 AM PT. If funds are not available at that time, we will try again at 12:00 PM PT. This process will continue for up to three business days.

If funds are not available by the end of the third day, the payment will not be sent, and you may need to reschedule the payment. We encourage you to ensure sufficient funds in your account to avoid any interruptions.

Change in Terms

We reserve the right to change any terms and conditions of our Bill Payment Service, and any applicable fees and charges. In the event we do so, we will send notice to you either by mail to your last known address or transmit such notice of the amendment electronically if you have agreed to receive notices from us in an electronic format. Your use of the Bill Payment Service following the receipt of such notice constitutes your acceptance of such amendment.

Canceling Your Bill Payment Services

If you do not pay a bill using the Bill Payment Service for one hundred and twenty (120) consecutive days we will conclude that you have canceled the service. If you wish to cancel the Bill Payment Service, you must notify us in writing at: American First Credit Union, P.O. Box 2477, Brea, CA 92822-2477. You will be responsible for all payment instructions made prior to cancellation and for all other applicable fees and charges. If you choose to cancel your use of the Bill Payment Service, any unprocessed bill payments will be canceled. You agree to cancel all outstanding payment orders with the payee(s) before notifying us to cancel the service.

Electronic Bill Payments

When you schedule a bill payment using Online Banking, you authorize us to withdraw the necessary funds from your designated checking account.

Payment to company (e.g. credit card, utilities or cable)	\$1.00 - \$99,999.99
Pay a person (e.g. friend or relative) using:	
Direct Deposit (Electronic) <i>Requires routing and account number, paid within 1-2 business days</i>	\$1,000 per item \$2,000 per day
Check <i>Mailed and paid within 5 – 7 business days</i>	\$1,000 per item \$2,000 per day
Email Payment	\$2,500 per item \$2,500 per day

We will process the transaction on the date of your request; we will attempt to verify funds in your account at 5:00 AM PT. If funds are not available at that time, we will try again at 12:00 PM PT. This process will continue for up to three business days. If funds are not available by the end of the third day, the payment will not be sent, and you may need to reschedule the payment. We encourage you to ensure sufficient funds in your account to avoid any interruptions.

You understand and agree that, due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or more to post to your account with the designated payee. For this reason, all the bill payment dates should be scheduled by you at least ten (10) business days before the actual due date (not the late date and/or the grace period). If you do not allow sufficient time, you will assume full responsibility for all late charges, finance charges, or other actions taken by the payee. Payment may take several business days to reach each vendor (payee), as they are sent either electronically or by check. We will not be liable for any service or late charges levied against you.

A bill payment scheduled to be made on a non-business day will be made on the following business day. If you follow the procedures described herein, and we fail to send a payment according to the payment instructions received, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfer. You agree to enter your account number and address as they appear on your payment stub or bill when adding payees to your account. For purposes of the Bill Payment Service, a business day is defined as a day when our office is open for business. We are not liable for any damages you incur if you do not have sufficient available funds in your designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond our control.

Non-Sufficient Funds

You understand that we will not act on any withdrawal instructions from you if sufficient funds, including any overdraft Line of Credit and funds available in your other overdraft sources, are not available in your designated checking account and we will not pay the bill payment. A written notice will be sent to you of transactions we are unable to process because of insufficient available funds, and your account will be charged a fee in accordance with Our Schedule of Fees & Services.

In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. Insufficient available funds will prevent us from making more payments until resolved. You authorize us, and any third-party acting on our behalf, to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment. Unless you receive a confirmation number, we will not be liable for any failure to make a payment.

Merchant or Payee Limitation

You understand that we reserve the right to refuse to pay any person or entity to which you may direct a payment, but we will notify you of any such refusal within three (3) business days following receipt of your process date. This notification is not required if you attempt to pay tax or court-related payments, which are prohibited under this Agreement. In addition, you understand that we will not be able to execute any bill payment if the payee cannot or will not accept such payment.

Information Authorization

We reserve the right to obtain financial information regarding any account from a merchant or a financial institution to resolve payment-posting problems.

Right to Cancel Electronic Bill Payments

If you want to cancel any of your scheduled electronic bill payments, you must cancel the bill payment at least one day prior to the scheduled date by accessing the Bill Payment Service through Online Banking. Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Payment session is terminated. We will charge you for each stop payment order you give pursuant to our Schedule of Fees & Services. Such stop payment notice will apply only to that particular payment.

SECTION 3 MOBILE BANKING

Services

For purposes of this Agreement, "Mobile Banking" and "Mobile Banking Services" means collectively all of the financial services that we make available, and to which you have access, using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer. To access the Mobile Banking Services, your mobile device must be Internet-enabled and connected to the Internet through your mobile communications service provider and must have a current version of the operating system for Android & Apple devices. Some devices cannot be upgraded due to hardware limitations, however, the last two versions of your device are required to utilize

Mobile Banking. All features and services available through our Online Banking system are not available via Mobile Banking. By accessing Mobile Banking, you agree to comply with the terms and conditions of this Agreement. We reserve the right to refuse any transaction you request through Mobile Banking. You understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts linked to your account through the Online Banking system will be accessible through the Mobile Banking Services.

Minimum Mobile Communication Device Requirements

Mobile Banking is offered as a convenience and as a supplemental service to our Online Banking services. Mobile Banking allows you to access your Credit Union account information, make payments to payees, transfer funds and conduct other banking transactions. To use the Mobile Banking Services, you must be enrolled to use our Online Banking service and have a valid Account Number/User ID and Password/ID. You must also have a mobile device with a service plan that includes text messaging and data and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.

Mobile Banking Service Availability

We will use commercially reasonable efforts to make the Mobile Banking Services available for your use on a continuous basis. We do not guarantee functionality of the Mobile Banking Services on all mobile devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking Services may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish the Mobile Banking Services in those instances, but we do not guarantee the Mobile Banking Services will always be available for your use.

We may elect to discontinue Mobile Banking at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, will we be liable to you for unavailability of the Mobile Banking Services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

Types of Available Transactions

You may use Mobile Banking to perform the following transactions:

- Make transfers between your accounts
- Make account inquiries
- View account histories
- Transfers from your savings or checking account to make Credit Union loan payments
- Initiate funds transfers to other financial institutions
- Initiate payments or transfers to new payees or to create new payees
- Initiate transfers to other member accounts at the Credit Union

Mobile Device

You accept responsibility for making sure that you understand how to properly use your mobile device and Mobile Banking before you actually do so. You agree that you will not install software onto your mobile device that you are not familiar with or have not read the terms and conditions for that software. You agree to download mobile security software updates when available. Your mobile device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. In the event we change or upgrade the Mobile Banking Services, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. You agree that your mobile device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

Relationship to Other Disclosures

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carriers or providers (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that these terms and conditions do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. If you have any problems with Mobile Banking, you will contact us directly.

Ownership

You acknowledge and agree that a third party provider or licensor to the Credit Union is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Services from the Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof, which are made available to you (if any), regardless of the media or form in which they may exist.

Mobile Banking Software License

Subject to your compliance with these terms and conditions, you are hereby granted a personal, limited, non-transferable and non-exclusive license ("License") to download, install and use the software on your mobile device within the United States and its territories. This License will be deemed revoked immediately upon (1) your termination of Mobile Banking in accordance with these terms and conditions; (2) your deletion of the software from your mobile device; or (3) our written notice to you at any time, with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device.

Representations and Warranties

When you use Mobile Banking to access your accounts, you make the following representations and warranties to us:

- All information you provide to us in connection with Mobile Banking is accurate, current and complete.
- You agree to not misrepresent your identity or your account information.
- You agree to keep your account information up to date and accurate.
- You are an authorized user of the mobile device you will use to access Mobile Banking
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through Mobile Banking. You will not reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.
- You will not use the Mobile Banking Services in any way that would: (1) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (2) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (3) directly or indirectly, constitute a crime under local, state or federal law, or in any illegal activity, including without limitation any "racketeering activity" as defined in 18 U.S.C. § 1961; (4) be false, misleading or inaccurate; (5) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (6) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7) be perceived as illegal, offensive or objectionable; (8) interfere with or disrupt computer networks connected to Mobile Banking; (9) interfere with or disrupt the use of Mobile Banking by any other user; or (10) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- You will use the Mobile Banking service for personal use only.
- You will not give or make available your Mobile Banking PIN or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your mobile device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize.

Fees

Currently, we do not charge any fees for Mobile Banking. However, we can assess fees set forth in other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees). We reserve the right to add to or enhance the features of Mobile Banking and charge a fee in the future. If we decide to do so, we will provide you with a notice of change in terms in accordance with applicable law.

Lost or Stolen Mobile Device or PIN

If you believe that your PIN, mobile device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling us at (800) 290-1112.

Termination of Mobile Banking

We may terminate your use of Mobile Banking at any time and for any reason, although your representations, warranties and obligations will remain in full force and effect, nonetheless. Without limiting the foregoing, your use of Mobile Banking may be terminated if you breach any of the terms and conditions applicable to the Mobile Banking Services, if you use Mobile Banking for any unauthorized or illegal purposes, or you use Mobile Banking in a manner inconsistent with the terms of any other agreement you may have with us.

Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

SECTION 4 MOBILE REMOTE DEPOSIT CAPTURE

Mobile Deposit Service

The mobile remote deposit capture service ("Mobile Deposit Service") is designed to allow you to make deposits to your designated eligible accounts using a compatible mobile wireless device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to us or our designated processor. Original checks are converted to "substitute checks" as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC (Check 21), for deposit with the Credit Union and for processing and presentment to a collecting or paying financial institution. Your use of the Mobile Deposit Service constitutes your acceptance of the terms and conditions set forth in this Agreement.

The Mobile Deposit Service is different than our Home Deposit Service, which is explained in Section 5 below.

Fees

We do not charge any fees to use the Mobile Deposit Service. However, we may assess a fee for adjustments made to your account or checks returned unpaid. Refer to our Schedule of Fees & Services for a complete list of fees and charges. In addition, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Deposit Service, and you agree to be solely responsible for all such fees.

Eligibility

We will automatically qualify and approve you to use the Mobile Deposit Service based on pre-established account eligibility criteria that we set from time-to-time. We reserve the right to change eligibility criteria for the Mobile Deposit Service at any time. If at any time you cease to be eligible to use the Mobile Deposit Service, your access to the service will be suspended. You will be notified that access to the Mobile Deposit Service has been suspended if you attempt to access the service during any period of ineligibility. You must access the Mobile Deposit Service through our Mobile Banking application. You must have or acquire and maintain a compatible mobile wireless device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.

Acceptance of Mobile Deposit Service Terms and Conditions

Your use of the Mobile Deposit Service constitutes your acceptance of the terms and conditions set forth in this Part 7, Section 4 of the Agreement. We reserve the right to change any term or condition of the Mobile Deposit Service at any time. We will notify you of any material change via email, or on our website, or other electronic means by providing you with the revised terms and conditions or link to the revised terms and conditions. Your continued use of the Mobile Deposit Service after the effective date of the change will indicate your acceptance of the revised terms and conditions. In addition, we reserve the right to change, add or remove features of the Mobile Deposit Service. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes to the Mobile Deposit Service.

Compliance with Laws

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Mobile Deposit Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that governs the Mobile Deposit Service. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. Your obligation to indemnify us will survive termination of your account with us and this Agreement.

Unavailability of Service

You understand and agree that the Mobile Deposit Service may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Mobile Deposit Service is interrupted or is otherwise unavailable, you acknowledge that you can deposit original checks in person at a Credit Union branch, at an ATM or by U.S. mail. It is your sole responsibility to verify that items deposited using the Mobile Deposit Service have been received and accepted for deposit by us. However, we will notify you via email of items that are rejected by the next business day following rejection.

Eligible Items for Deposit

You agree only to capture images of "checks" as that term is defined in the Federal Reserve Board's Regulation CC. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in California.

Ineligible Deposits

You understand and agree that you will not deposit the following items using the Mobile Deposit Service:

- Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party
- Any item drawn on your personal account at the Credit Union or your account at another financial institution
- Any item that contains evidence of alteration to the information on the check
- Any item that is illegible
- Any item issued to you by a financial institution in a foreign country
- Any item not payable in United States currency
- Any item that is dated more than six (6) months prior to the date of deposit
- Any item that is "post-dated" after the date of deposit
- Any item stamped "non-negotiable" (whether stamped in print or as a watermark)
- Any item that has been re-deposited or returned such as "Non-Sufficient Funds" or "Refer to Maker" or returned for any other reason

- Any item that is incomplete
- Travelers Checks
- Savings Bonds
- Any item (including tax refund checks and other government checks) made payable to more than one party, unless deposited into an account owned by all of the named payees
- Any item made payable to any person or entity other than you or any other owner on your account

Deposits of this nature may result in the immediate termination of the Mobile Deposit Service. We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we

subsequently determine was an ineligible item. We are not liable for any service or late charges assessed against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Deposit Limits/Cut Off Time

We have established limits on the dollar amount you may deposit using the Mobile Deposit Service. If you attempt to initiate a deposit in excess of the dollar amount limits, we can reject your deposit. If we permit you to make a deposit in excess of the dollar amount limit, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. Current total daily deposit limit is \$15,000.00, and the cut off time for your deposit for same day credit is 4:00 PT. Refer to the Account Agreement & Disclosure – Determining the Availability of a Deposit to understand when your funds will be available for withdrawal.

Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check. Prior to electronically transmitting a digital image of the original check, you should restrictively endorse any item transmitted through the Mobile Deposit Service as “For mobile deposit only, American First Credit Union” under your signature or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as we may establish from time to time. The digital image of the check transmitted to us using the Mobile Deposit Service must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (3) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association.

Receipt of Items

Upon receipt of the digital image, we will review the image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt of the deposit by the Credit Union.

Notification from us confirming receipt of an image does not mean that the check image was received error-free. We are not responsible for any image that we do not receive. We also reserve the right to reject any item transmitted through the Mobile Deposit Service, in our sole discretion, without liability to you. We will send you an email to confirm receipt of your deposit. We will send a notice to you if your deposit is rejected in whole or in part. You understand and agree that even if we do not initially reject an item you deposit through the Mobile Deposit Service, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item will not limit your liability to us. You understand that any amount credited to your account for items deposited using the Mobile Deposit Service is a provisional credit and you agree to indemnify us against any loss we incur because of our acceptance of the remotely deposited check.

Items Returned Unpaid

We will notify you in writing of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account, plus a Non-Sufficient Funds (NSF), if applicable as stated in our Schedule of Fees & Services.

Funds Availability

You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use in accordance with the terms and conditions of our Funds Availability Policy included in the Account Agreement & Disclosure previously provided to you, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited via the Mobile Deposit Service are considered “received” by the Credit Union when you receive a notification from us that states “Deposit Processed.” You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final.

Email Address

You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items. You may update your email address in Online Banking.

Check Retention and Destruction

Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as “**Electronically Presented**” or “**VOID**” to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using the Service for a period of sixty (60) days after transmission to us in order to verify settlement and credit or to balance periodic statements. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. You agree never to represent the check. During the retention period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

Periodic Statement and Your Duty to Report Errors

Any deposits made through the Mobile Deposit Service will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us by telephone at (800) 290-1112 or in writing at American First Credit Union, P.O. Box 2477, Brea, CA 92822-2477, of any suspected error relating to images transmitted using the Mobile Deposit Service by no later than sixty (60) days after the date of the monthly

periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Ownership and License

You agree that we retain all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service.

Representations and Warranties

You make the following representations and warranties with respect to your use of the Mobile Deposit Service and each image of an original check you transmit to us using the Mobile Deposit Service:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice
- Other than the digital image of an original check that you remotely deposit through the Mobile Deposit Service, there are no other duplicate images of the original check
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us
- You will retain possession of each original check deposited using the Service for the required sixty (60) day retention period and neither you nor any other party will submit the original check for payment
- You will destroy the original check after the required retention period.
- You will not use the Service and/or your accounts for any illegal activity or transactions
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems
- Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories

Indemnification

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees, members and agents from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities and causes of action of third parties resulting or arising from: (1) your failure to abide by or perform any obligation imposed upon you under this Agreement; (2) your willful misconduct, fraud, criminal activity, intentional tort or negligence involving use of the Mobile Deposit Service; (3) your actions, omissions or commissions relating to the Mobile Deposit Service; and (4) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. Your obligations under this paragraph will survive termination of this Agreement.

Termination of the Mobile Deposit Service

You may log in to online banking to terminate the Mobile Deposit Service. We may terminate your use of the Mobile Deposit Service at any time upon written notice. In the event of termination of the Mobile Deposit Service, you will remain liable for all transactions performed on your account. Upon termination, you will immediately cease using the Mobile Deposit Service. We may immediately suspend or terminate your access to the Mobile Deposit Service in the event that we reasonably determine such suspension or termination is necessary in order to protect the Mobile Deposit Service or us from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using the Mobile Deposit Service in a manner inconsistent with the terms of this Agreement or with applicable law.

SECTION 4 MY CREDIT

Terms and Conditions for "My Credit" Service

You understand that by clicking on the "I Accept" button and signing up for services, you are providing "written instructions" to American First Credit Union (Credit Union) and its employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, to access your credit files from Experian Credit Reporting agency and to exchange information about you with each such national credit reporting agency in order to verify your identity and to provide the products and/or services to you. You agree and hereby authorize the Credit Union, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time. You waive any and all claims against the Credit Union and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize the Credit Union and its agents and employees to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts."

Eligibility

You must be a U.S. resident, including any of the U.S. Territories to enroll for and use My Credit. You must have sufficient credit history in Your credit file with Experian to generate a Vantage Credit Score and to provide credit report information. If Experian cannot match You with a credit report or is otherwise unable to obtain Your VantageScore Credit Score, You will not be able to use My Credit until such time as You have built a sufficient credit history. We reserve the right to refuse access to My Credit at any time.

Registration and Accurate Information

If You choose to access My Credit, You will be required to provide personal information to register and enroll. You agree to provide accurate information in Your registration and not share Your Credit Union online banking password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify the Credit Union and Experian promptly of any unauthorized use of My Credit and of any loss, theft, or disclosure of Your online banking password. Failure to comply with these requirements will constitute a breach of these Terms and Conditions and shall constitute grounds for termination of Your My Credit access.

Credit Union Consent

By clicking the "submit" button during enrollment, You are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including applicable state laws, for Experian, including the Experian Credit Bureau, or any other consumer reporting agency, to release Your credit report information, for example a VantageScore Credit Score, employment, or income information about You, to the Credit Union, upon the Credit Union's request at any time so long as You are enrolled in the My Credit service. The Credit Union will utilize this information to provide You with the My Credit service, to market other products and service to You from time to time and facilitate applications for products and services.

My Credit Services

The Credit Union will be offering My Credit to its online and mobile banking members free of charge. Members will receive free access to their credit report, credit score, credit alerts, credit score simulator, and debt analysis. A description of My Credit's services is set forth below.

VantageScore 3.0 Credit Score

The credit score provided is Your VantageScore Credit Score, which is a model created by the three major credit bureaus: Equifax, Experian, and TransUnion. VantageScore Credit Score predicts credit risk. VantageScore measures the probability a person will pay his or her debts on time. The scores provided by My Credit are for educational and informational purposes only. You can view Your VantageScore Credit Score and My Credit as frequently as You would like without impact to Your credit score. My Credit will only evaluate the account information that appears on Your Experian consumer credit report. Accounts not reported or subsequently deleted from Your Experian credit report will not be reflected in Your score. My Credit does not maintain Your credit report information and cannot make any changes to it. The Credit Union is not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in Your credit report.

Alerts

Credit Monitoring tracks the health of Your credit to help determine a potential identify theft and alerts You when new personal information or new credit activity occurs on Your Experian credit report. Credit alerts include new inquiries, address changes, new derogatory information, new public record, new accounts opened in Your name, etc.com

Score Simulation

My Credit contains features that estimate how changes in Your credit behavior may impact Your credit score. These features show how these changes may impact the credit score displayed on My Credit, which is the VantageScore Credit Score. Simulated scores and score changes simulated by My Credit are only predicted estimates. My Credit does not guarantee Your actual credit score will change by the same amount, in the same way, or at all.

Debt Analysis

Debt Analysis automatically captures and synchronizes the debt record listed in the applicable credit report. Your debt-to-income (DTI) refers to the total amount of debt payments You owe every month divided by Your gross monthly income. This ratio includes all Your total monthly recurring debt and is utilized to determine what additional debt capacity You may have available.

Communications

You agree to receive these Terms and Conditions and all other communications regarding My Credit in electronic format. You agree that by using My Credit, all notices, alerts, or other communications which We may be required to give You arising from Our obligations under My Credit may be sent to Your email address. By enrolling in My Credit, You are consenting to receive these communications. We will honor any opt requests You have made for communications from the Credit Union.

New Features

We may, from time to time, introduce new features to My Credit or modify and/or delete existing features at Our sole discretion. We shall notify You of any of these changes if We are legally required to do so. By using any new or modified features when they become available, You agree to be bound by the rules and terms concerning these features.

Privacy Policy/Terms and Conditions Disclaimer:

While enrolling for the products and/or services, we will ask you for the following types of information: contact information (such as name, address, phone number, and email address); sensitive information (such as date of birth, driver's license number and social security number); personal information to verify your identity and financial information (such as credit card number). This information is required in order to verify your identity, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, consumer reporting agencies, payment validation companies, law enforcement agencies, or others.

Cancellation

You may terminate Your service with My Credit at any time by unenrolling in the product on the Credit Union's online banking site or the Credit Union's mobile application. Your cancellation will be effective immediately. When You cancel, it does not affect the validity of actions taken by Us prior to Your cancellation or while the cancellation is being processed. We may cancel My Credit or change these Terms and Conditions at any time in Our discretion.

Limited Liability

Except as set forth herein or where applicable law requires a different standard, neither the Credit Union, its partners or affiliates, nor Experian shall be responsible for any loss, damages, or injury or for any direct, indirect, special, incidental, exemplary, or consequential damages, including lost profits, arising from or related to the system, equipment, browser and/or the installation or maintenance thereof, access to Our use of My Credit, failure or electronic or mechanical equipment, the internet, the system, or communication lines, telephone or other interconnect problems, bugs, errors, configuration problems or delays with intermediate computer or communications network or facilities, problems with data transmission facilities or any other problems You experience. Except as otherwise expressly provided in any applicable agreement, You understand and agree that Your use of My Credit is at Your sole risk and that My Credit and all information, products, and other content included in or accessible from the service, are provided on an "as is," "where-is," and "where available," basis, and are subject to change at any time without notice to You.

No Warranty

You acknowledge that the Credit Union, its partners, and Experian make no warranty that My Credit will be uninterrupted, timely, secure, or error-free unless otherwise stated. To the fullest extent permitted by law, the Credit Union, its partners, and Experian disclaims all representations, warranties, and conditions of any kind as to My Credit and all information, products, and other content included or accessible from the service. No license is implied to You from these disclaimers.

Other Credit Union Agreements

In addition to these Terms and Conditions, You agree to be bound by and comply with such other written requirements as We may furnish to You in connection with either My Credit or products which may be offered to You with Your My Credit service, including but not limited to the Credit Union Account Agreement & Disclosure, the Credit Union's Online and Electronic Fund Transfer Services Agreement and Disclosure, or any agreement which applies to the Credit Union accounts You may have, and with all applicable state and federal laws and regulations. In the event of a conflict between these Terms and Conditions and any other Credit Union Terms and Agreements, the Account Agreement & Disclosure and Disclosures will control.

Termination

We may terminate, suspend, or limit Your access to My Credit, in whole or in part, at any time for any reason without prior notice. The obligation and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms and Conditions for all purposes. We may determine other eligibility criteria in Our sole discretion.

Indemnity

You acknowledge and agree that You are responsible for Your conduct while using My Credit and agree to indemnify and hold Us and Our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind that We may occur in connection with a third party claim or otherwise, in relation to Your use of My Credit or the use of My Credit by anyone utilizing Your account number, PIN, user ID, password, whether authorized or unauthorized, or Your violation of these Terms and Conditions or the right of any third party. Your obligations under this paragraph shall survive termination of these Terms and Conditions.

Choice of Law

These Terms and Conditions and their enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision, and shall inure to the benefit of Our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably submit to the jurisdiction and venue of the State of California courts.

Account Information

Any Credit Union account information provided to You as part of My Credit is not the official record of Your Credit Union account or its activity. Your account statement, furnished to You by Us for accounts will remain the official record. My Credit information is updated regularly, but it is subject to adjustment and correction and therefore should not be relied upon by You for taking, or forbearing to take, any action.

If you have any questions regarding privacy, please read our [Privacy Policy](https://www.amerfirst.org/privacy-policy) (<https://www.amerfirst.org/privacy-policy>).