



**ACCOUNT AGREEMENT**  
**Terms and Conditions for Deposit Accounts**  
**September 2024**

IMPORTANT DOCUMENT – PLEASE KEEP FOR YOUR RECORDS

**American First Credit Union**  
P.O. Box 2477 Brea, CA 92822-2477  
Main: 800.290.1112 Fax: 562.237.5111

Email: [contactus@amerfirst.org](mailto:contactus@amerfirst.org) Website: [www.amerfirst.org](http://www.amerfirst.org)

Welcome to American First Credit Union.

**ALL ABOUT YOUR ACCOUNTS**

- TERMS AND CONDITIONS
- FUND TRANSFERS
- FUNDS AVAILABILITY
- SPECIFIC ACCOUNT DETAILS

**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 enclosed 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 free) 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 endorsers 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.

**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 our office, 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 after \$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.

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.

23. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
24. 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.
25. **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.
26. 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.
27. 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.
28. 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.
29. 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.

- 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.
- 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.
- 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**

- 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.
- A Pay-On-Death designation cannot be changed by a Will.

#### **Terms and Conditions Applicable to Living Trust Account**

- 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.
- We are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
- 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."
- Living trust accounts are not subject to Multiple Party Accounts Law.

#### **Terms and Conditions Applicable to All Fiduciary Accounts**

- 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.
- 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.
- 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.
- 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](mailto: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.

**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 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 Requestor 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](http://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**

| <b>For this type of account:</b>                             | <b>Give the name and SSN of</b>  |
|--|--|
| 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  |

## **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 \$225 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. The first \$225 of your deposits, however, will be available on the first business day.

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

**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 \$5,525 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 \$5,525 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 \$5,525 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 \$5,525 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 \$5,525 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 (cash or checks) 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 from any deposits (cash or checks) made at an ATM we own or operate will be available on the second business day after the day of deposit, except the U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$225 of a deposit will be available on the first business day after the day of deposit. 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.

#### 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

Address, City, State

Pay to the order of

Bank Name and Location

Memo

7654

20

\$

dollars

1 2 3 4 5 6 7 8 9 0

7654

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.

**American First Credit Union**  
**ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT**

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.

Your acceptance, retention, activation, or use of an ATM Card, Debit card, or other electronic funds transaction hereunder constitutes an agreement between you and us as described below.

This Disclosure and Agreement is given by us in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

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, Star®, 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. Disclosure 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 agreements, terms, conditions, rules, and regulations applicable to my checking account, Share (Savings) Account, Personal Line of Credit, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

**GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

Business Day Disclosure. Our business days are Monday through Friday, except holidays. Our business hours each business day are 8:00 a.m. to 6:00 p.m. Pacific Time (PT), Monday through Friday. ATMs, POS terminals, the "MoneyLine" Audio Response Telephone Banking System, and Online Banking are generally open, but not always accessible, 24 hours a day, 7 days a week. Online Banking 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. We will disclose information to third parties about your account or transfers you make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or Court order, or any legal process; or
4. If you give us written permission.

**In Case of Errors or Questions About Your Electronic Services Transactions**

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](mailto: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. 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:

1. Tell us your name and account number;
2. 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
3. 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 we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

In accordance with our card's brand operating rules and regulations, you will receive provisional credit for debit card losses for unauthorized use within five (5) business days after you have notified us of the loss.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make or Complete Electronic Funds Transactions. If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction;
3. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or

payment;

4. We have 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);
5. The ATM, POS terminal, "MoneyLine" Audio Response System, Online Banking, or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
6. The ATM where you were making the transaction did not have enough cash, or cash in the denominations you requested;
7. Your ATM Card, Debit card, or check(s) has been reported lost or stolen, or your Card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by us at your request, or because your Card, "MoneyLine" Audio Response or Online Banking PIN has been repeatedly entered incorrectly;
8. The transaction would exceed your Line of Credit limit;
9. Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
10. There may be other exceptions.

**Charges for Electronic Funds Transaction Services.** Charges associated with your electronic funds' transactions are disclosed in our Schedule of Fees & Services; 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. These fees are disclosed to you at the time of the transaction or added to your transaction. You have the option to decline the transaction and any fees associated with the electronic transaction.

A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees & Services, for each stop payment order you give. There may also be a charge assessed if you overdraw your checking account by the use of a Debit card. If you request a copy of the documentation relative 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 will be charged. Any fees charged will be deducted from your Checking or Share Account.

**Change in Terms.** We may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. 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), or as otherwise provided by law.

**Disclosure of Delayed Funds Availability.** We may place a hold for uncollected funds on an item I deposit. This could delay your ability to withdraw such funds. For further details, see our "Disclosure of Your Ability to Withdraw Funds Other Than Term Share (Certificate) Accounts (Delayed Funds Availability)" or contact the Credit Union.

**Termination of Electronic Funds Transaction Services.** You may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. We may terminate your right to make electronic funds transactions at any time upon written notice. If you ask us to terminate your account or the use of an ATM Card, or any other access device, you will remain liable for subsequent authorized transactions performed on your account. Account Access: Your Account, the Card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. You understand that you may not utilize your Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be 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. You understand that engaging in prohibited activity and/or transactions may result in the closure of your account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

**Governing Law.** You understand and agree that this Disclosure and 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. Copy Received. You acknowledge receipt of a copy of this Disclosure and Agreement.

#### **FUNDS TRANSFERS AGREEMENT AND NOTICE**

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J.

This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records. The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement (Agreement) contains several notices which we are required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be at 11:30 a.m. P.T. on each weekday that the Credit Union is open that is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. We agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that our rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different from the named beneficiary.

This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number you provided the Credit Union.

7. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. The Credit Union may give you credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account, and you will be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.
10. If the Credit Union received a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. You may, of course, inquire between receipt of periodic statements, whether or not a specific funds transfer has been received.
11. The Credit Union may accept on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
12. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
13. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in our designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
14. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request.

The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Fees & Services, which is incorporated by this reference.

15. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the payment may be transferred in the currency of the beneficiary bank's country at the applicable buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
16. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, cancellation, or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

17. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.
18. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder 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 to the contrary.

#### **ADDITIONAL DISCLOSURE APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS**

If you have arranged to have preauthorized electronic deposits of your net paycheck (if available from your employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to you.

Account Access - Preauthorized deposits may be made to your share account(s) or checking account.

Notification of 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.

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.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If you have requested a preauthorized payment to a third party from your Credit Union checking account, the following applies to you.

Account Access - Preauthorized payments may be made from your checking account.

Right to Receive Documentation of Preauthorized Payment.

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.

Periodic Statement - You will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

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.

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 "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, 'MoneyLine' Audio Response Electronic Telephone Banking Transactions, Online Banking Transactions, and Electronic Check Transactions."

#### **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.

1. 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.
2. 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, 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.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING, MOBILE BANKING, AND BILL PAYMENT SERVICES**

Online Banking is our computer banking service that allows access to your accounts without assistance from our staff by using the Credit Union website and your own selected Online Banking User ID and Password. Mobile Banking is a service that allows you to access our Online Banking service using your mobile phone or other eligible mobile device. The "Service" means Online Banking and Mobile Banking, alone or jointly, as applicable.

Minimum System Requirements. In order to conduct transactions through the Service with us, we recommend you use the latest versions of the following browsers: Microsoft Edge, Chrome, or Safari. Our site is optimized for use with these certified/recommended browsers. If you use a different browser, you may not be able to take full advantage of all the features of the site.

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 THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Account Access - Online Banking and Mobile Banking are available for my share Account, checking accounts, Money Market Account, and most other savings account(s) and loan account(s) using your User ID and Password, or if available, Touch ID (biometric fingerprint authentication technology), Face ID specific to this Service.

Types of Available Transactions. You may use your Online Banking or Mobile Banking User ID and Password, or if available, Touch ID (biometric fingerprint authentication technology), Face ID for:

1. Balance inquiries
2. View or download account history for up to the last ninety (90) days
3. Transfer of funds among and between your accounts
4. External Account Transfers - Originate transfers to other financial institutions. To protect your accounts, we've set limits on how much money you can transfer.

| Next-Day        |         | Standard        |          |
|-----------------|---------|-----------------|----------|
| Remaining today | \$2,000 | Remaining today | \$5,000  |
| Daily           | \$2,000 | Daily           | \$5,000  |
| Per Transfer    | \$2,000 | Per Transfer    | \$5,000  |
| Monthly         | \$5,000 | Monthly         | \$10,000 |

5. Transfers to other members' accounts
6. Loan payments by transfers from your share account, checking account or Money Market Account
7. Utilize the Bill Payment service from your designated checking account (requires a separate Bill Payment Services Registration Form). Payments via credit card to all loan types at American First Credit Union is permitted.
8. 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.

1. All transfers from a share or checking account are limited to the extent of clear funds available in the Account.
2. Bill Payments and interbank transfers are limited in terms of the maximum dollar amount.
3. Online Banking and Mobile Banking are free. There is no charge to use our Bill Payment Service so long as you make at least (1) bill payment through the Bill Payment Service each month. Otherwise, a fee will be assessed – See Schedule of Fees & Services.

Authorization. You authorize us to charge your designated checking account(s) for any transactions accomplished through the use of the Bill Payment, External Accounts, or Zelle® service, including the amount of any recurring payment that you make. You authorize us to transfer funds electronically between your designated checking account(s) according to your instructions initiated through Online Banking or Mobile Banking; Charges may apply for these transactions.

Eligibility. You understand that in order to use Online Banking or Mobile Banking, you must have an account in good standing and must consent to receive all Disclosures electronically.

Online Banking and Mobile Banking User ID and Password. You understand that you cannot use Online Banking or Mobile Banking without a User ID and Password. YOU AGREE THAT THE USE OF YOUR PERSONAL USER ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

You are responsible for the safekeeping of your User ID and Password and for all transactions made by use of Online Banking or Mobile Banking. You will notify us immediately by phone and send written confirmation if your User ID and Password is disclosed to anyone other than the joint owner of your



account. If you disclose your User ID and Password to anyone (including without limitation, an account aggregate service provider), however, you understand and agree that you have given them access to your account via Online Banking or Mobile Banking and you are responsible for any such transaction. You understand and agree that you must change the User ID and Password immediately to prevent transactions on your account if anyone not authorized by you has access to your User ID and Password. You further understand and agree that your User ID and Password is not transferable, and you will not disclose it or permit any unauthorized use thereof.

This disclosure should be used in conjunction with your American First Credit Union Mobile Deposit Agreement, the American First Credit Union Bill Payment Agreement, and the American First Credit Union Personal Finance Manager End User Agreement.

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

If you do not access your account for 120 days, your account will be considered inactive and the Online Banking Service will be cancelled. You may reinstate Online Banking by re-enrolling for the service which will require you re-enter all banking and bill pay information.

**Joint Accounts.** If you utilize the Service to access your accounts which are jointly owned, transactions performed on any such account by electronic means where your User ID and Password is utilized shall be considered authorized by you.

**Fees Associated with Bill Payment.** You may be charged an Inactivity Fee ("Non-Use") for the non-use of the Bill Payment feature. We will automatically deduct the Inactivity Fee from your designated checking account.

**Bill Payment Services Agreement.** In addition to the Online Banking and Mobile Banking terms and conditions, the following additional terms and conditions apply to Bill Payment services. All payments made through Bill Payment service will be deducted from your designated checking account. Any payee you wish to pay through Bill Payment must be payable in U.S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying must be in your name. You may not use Bill Payment service to make payments to a federal, state, or local government or tax unit, or to 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 due 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.

**IMPORTANT:** You will be presented with additional Bill Payment Terms and Condition when requesting this service. You must agree those Terms and Conditions before you will be allowed to access the Bill Payment system and other services available through our Online Banking Bill Payment system. If you wish to cancel your Bill Payment service feature, you must notify us in writing at: American First Credit Union, PO Box 2477, Brea, CA 92822-2477.

You will be responsible for all payment instructions made or scheduled prior to termination and for all other applicable charges and fees. To avoid any service interruption or possible non-payment fees to you, you will be responsible for cancelling outstanding payment orders with the payee(s) before notifying us to terminate the Bill Payment service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by us in the future. In the event of amendment, we shall send notice to you either by mail to your last known address or transmit such notice of the amendment over the Online Banking Service. Your use of the Bill Payment service feature following the receipt of such notice constitutes acceptance of such amendment.

#### **ADDITIONAL DISCLOSURE APPLICABLE TO MOBILE DEPOSIT**

**Mobile Deposit** is a banking service that allows you to deposit certain checks by scanning your original checks and delivering the digital images and associated deposit information to the Credit Union or to our processor using your mobile phone and other eligible mobile devices. Use of the Remote Deposit Capture Service (the "Service") is subject to the terms and conditions set forth in the Mobile Deposit Services Agreement, which you must execute.

**Minimum System Requirements.** In order to conduct transactions through the 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 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.

**Account Access** - Mobile Deposit is available for your share account, checking accounts, Money Market account, and most other savings account(s) and loan account(s) using your User ID and Password specific to this Service.

**Eligible Items** - You may scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan, or bank). You may not use the Service to deposit:

1. Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
2. Checks payable to you and another party who is not a joint owner on the account;
3. Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
4. Checks previously converted to a substitute check, as defined in Regulation CC;
5. Checks drawn on a financial institution located outside the United States;
6. Checks not payable in United States currency;
7. Checks dated more than 6 months prior to the date of deposit;

8. Checks that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution;

**Limitations on Frequency and Dollar Amount of Deposits.** Deposits made using the Service are limited to \$15,000 per day. We reserve the right to change limitations on the frequency and dollar amount of deposits using the Service in our sole and absolute discretion.

**Eligibility-** You understand that in order to use the Mobile Deposit Service, you must have (a) an account in good standing; (b) Online Banking; (c) a Password with us; and (d) downloaded the American First Mobile app from the iTunes or Google Play Store.

**Mobile Deposit Password-** You understand that you cannot use Mobile Deposit without a member identification number, which we refer to as a User ID. **YOU AGREE THAT THE USE OF THE USER ID AND YOUR PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.** We also allow Touch ID (biometric fingerprint authentication technology) and FaceID.

You are responsible for the safekeeping of your Password and for all transactions made by use of Mobile Deposit. You will notify us immediately by phone and send written confirmation if your password is disclosed to anyone other than the joint owner of your account. If you disclose your password to anyone (including without limitation, an account aggregate service provider), however, you understand and agree that you have given them access to your account via Mobile Deposit and you are responsible for any such transaction. You understand and agree that you must change the password immediately to prevent transactions on your account if anyone not authorized by you has access to your password. You further understand and agree that your password is not transferrable, and you will not disclose it or permit any unauthorized use thereof.

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

**Joint Accounts-** If you utilize the Service to access your accounts which are jointly owned, transactions performed on any such account by electronic means where your password is utilized shall be considered authorized by you.

**Funds Availability-** For purposes of funds availability, deposits made using the Mobile Deposit Service are made in Brea, CA. Mobile Deposits confirmed as received before 5:00 p.m., PT, on a business day will be credited to your account the same day. Deposits confirmed received after 5:00 p.m., PT, and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day. The first \$225 (or entire amount if less than \$225) of a deposit will be made available upon processing. Deposits up to \$2,500 will be available the next business day. Deposits greater than \$2,500 will be made available two business days following the deposit.

**Check Clearing for the 21st Century Act - Substitute Check Policy Disclosure**

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

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

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to (amount, not lower than \$2,500) of your refund (plus interest if your account earns interest) within (number of days, not more than 10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (number of days, not more than 45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at American First Credit Union PO Box 2477, Brea, CA 92822-2477, Email: [contactus@amerfirst.org](mailto:contactus@amerfirst.org), Phone 800.290.1112. You must contact us within (number of days, not less than 40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

**ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS**

If we issue to you, or you requested that we issue you an ATM Card or Debit card to be used to transact business at any of our proprietary ATMs or any ATM displaying the logos belonging to the CO-OP® Shared Network System of ATMs bearing our card logo then the information below applies to you. Access to ATMs with a Card requires a Personal Identification Number (PIN).

**Types of Available Transactions and Limits on Transactions-** Types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems which are not owned by us (non-proprietary ATMs), (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."

**Account Access-** The ATM services which we make available to you are:

1. Deposits to your share account and checking account at our proprietary ATM(s) and designated CO-OP Network ATMs only;
2. Withdrawals from your share account and checking account at our proprietary ATM(s) or Star®, Cirrus®, Maestro®, Plus®, Starwest®, ACCEL®, VISA®, AFFN®, Mastercard®, or CO-OP® ATMs;
3. Transfers from your share account to your checking account within the same account number at our proprietary ATM(s) (and some shared network ATMs);
4. We may offer additional services in the future and, if so, you will be notified of them. Unless otherwise noted, the above services are generally available at ATMs on the Star®, Cirrus® and CO- OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by us. In such case, an attempted transaction may be refused by the Shared Network ATMs.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Limitations on Frequency and Dollar Amount of Transactions.**

1. Withdrawals from most ATMs are limited to a maximum of \$1,005 per transaction and \$1,005 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, in our sole discretion.
2. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine you access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.
3. For security reasons, in the event your ATM Card, Debit card, or the PIN is lost or stolen, there may be restrictions on transactions you can make on the ATM System.

**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](mailto:Contactus@amerfirst.org)

Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

**Your ATM Card and/or Debit card-** Both an ATM Card and/or Debit card and a Personal Identification Number (PIN) will be used each time you use an ATM. The following conditions must be observed for both the privacy and protection of your account and the system:

1. YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. YOU MUST NOT TELL ANY UNAUTHORIZED PERSON YOUR PIN OR WRITE YOUR PIN ON YOUR CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR CARD AND/OR PIN;
4. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF YOU GIVE YOUR CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU.

**Safety at the ATM-** You understand that you should use caution at all times when using an ATM or POS terminal. 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. 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.

**Personal Identification Number-** You agree to memorize your PIN and will not write it on the Card(s). If you forget the number, you may contact us 800.290.1112.

**Ownership of an ATM Card or Debit card-** The Card(s) remains our property and you agree to surrender the Card(s) to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of this Disclosure and Agreement, whether or not we suffer a loss, or where necessary to maintain or restore the security of your account(s) or the ATM or POS system. We also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

**Making Electronic Fund Transactions-** You agree to follow the instructions posted or otherwise given by us or any ATM Network or POS terminal concerning use of the machines.

#### **ADDITIONAL DISCLOSURE APPLICABLE TO ATM CARDS OR DEBIT CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS**

**Types of Available Transactions and Limits on Transactions-** By use of your ATM Card or Debit card, you authorize us to make withdrawals from your checking account for cash advances and/or purchases.

**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(s) and/or pay for purchases from merchants, financial institutions, and others who honor the Card(s).

You understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against the checking account for the anticipated amount. The hold may remain in effect from the time

the notice is received by us up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from the Checking account.

**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 \$5,000 each calendar day. The daily limit with an ATM or Debit card on 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 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.

**Returns and Adjustments (Debit cards).** Merchants and others who honor our brand Debit 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.

**Foreign Transactions (Debit cards).** Purchases, cash withdrawals, cash advances, and credits made in foreign currencies will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Card operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing foreign transactions is a rate selected by our Card brand from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the Card branch itself receives or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate on the day of the transaction or date of the posting of the account. 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. Additionally, you will incur an International Service Assessment (ISA) fee of 2% per transaction when you use your ATM or Debit card to make foreign transactions, including purchase, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete, or a merchant completes on your card in a currency other than U.S. dollars, or in a country other than the United States, whether or not a currency conversion occurs. The 2.0% currency conversion fee for foreign transactions without a currency conversion does not apply to transactions originating on U.S. military bases, and U.S. embassies and consulates.

#### **ADDITIONAL DISCLOSURE APPLICABLE TO 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.

**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.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, Point of Sale TRANSACTIONS, "MONEYLINE" AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING TRANSACTIONS, ONLINE BANKING TRANSACTIONS, MOBILE BANKING, REMOTE DEPOSIT CAPTURE, AND ELECTRONIC CHECK TRANSACTIONS**

##### **Right to Receive Documentation of Transactions.**

1. **Transaction Receipt-** You will receive a receipt at the time you make any transfer to or from your account using one of the ATMs or when you make a purchase using a POS terminal, unless the amount of the transfer is \$15.00 or less, in which case we are not required to make a receipt available. You should retain this receipt to compare with your statement from us.
2. **Periodic Statement-** 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 Electronic Check Transaction, the ATMs, POS terminals, "MoneyLine" Audio Response System, Online Banking, Mobile Banking, or Remote Deposit Capture, 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. **Online Banking Transaction-** You may print a record of any individual transaction conducted through the Online Banking system 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.

**Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting-** You must tell us AT ONCE if you believe your checks, ATM Card, Debit Banking, Mobile Banking, Remote Deposit Capture, ATM Card or Debit card PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you are using a consumer Debit card for transactions that take place on the card's network system, you understand that the Card 's Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity.

Also, if your statement shows transfers that you did not make, including those made by 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 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 a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction- If you believe your Card(s), PIN(s) or check(s) has 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 write us at: AMERICAN FIRST CREDIT UNION, PO Box 2477, Brea, CA 92822-2477. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Verification- All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, "MoneyLine" Audio Response System, Online Banking, Mobile Banking, Remote Deposit Capture, or other electronic transaction contemplated hereunder which would otherwise require your "wet" signature, or other authorization, shall be valid and effective as if "wet" signed by you when accomplished by use of an Electronic Check Transaction, Card(s), and/or PIN(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with our "Delayed Funds Availability" Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, your member number, and to which account the deposit belongs.

For any questions or assistance with your accounts or services, please contact us at 800.290.1112 or visit our website at [amerfirst.org](http://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

| 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: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit score</li> </ul> |
| 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? |
|--|----------------------------|-----------------------------|
| <b>For our everyday business purposes –</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES                        | NO                          |
| <b>For our marketing purposes –</b><br>to offer our products and services to you   | YES                        | YES                         |
| <b>For joint marketing with other financial companies –</b>  | YES                        | YES                         |
| <b>For our affiliates' everyday business purposes –</b><br>information about your transactions and experiences   | NO                         | We don't share              |
| <b>For our affiliates' everyday business purposes –</b><br>information about your creditworthiness   | NO                         | We don't share              |
| <b>For our affiliates to market to you</b>   | NO                         | We don't share              |
| <b>For non-affiliates to market to you</b>   | YES                        | YES                         |

|                      |   |
|----------------------|---|
| To limit our sharing | <ul style="list-style-type: none"> <li>• Call toll-free 800.290.1112 to speak with a Member Service Representative</li> <li>• 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</li> <li>• Email us at: <a href="mailto:Contactus@amerfirst.org">Contactus@amerfirst.org</a></li> </ul> <p>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.</p> |
|----------------------|---|

|            |   |
|------------|---|
| Questions? | Call toll-free 800.290.1112 or go to <a href="http://www.amerfirst.org">www.amerfirst.org</a> |
|------------|---|

✂ ..... ✂ ..... ✂

| Opt-Out Member Notification Form   |  |
|--|--|
| If you have a joint account, your choice will apply to everyone on your account.   |  |
| <input type="checkbox"/> Do not share my personal information with non-affiliates to market their products and services to me.<br><input type="checkbox"/> Do not share my personal information with other financial institutions to jointly market to me. |  |
| Name   | Mail to:<br>American First Credit Union<br>P.O. Box 2477<br>Brea, CA 928221-2477 |
| Address  |  |
| City, State, Zip   |  |
| Account #  |  |

## Who we are

Who is providing this notice? American First Credit Union

## 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.<br>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: <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit or debit card</li> </ul> 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: <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your credit worthiness</li> <li>• affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.<br>[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. <ul style="list-style-type: none"> <li>• <i>American First Credit Union has no affiliates</i></li> </ul>   |
| Nonaffiliates   | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with include investment, insurance, and other financial services companies</i></li> </ul>                   |
| Joint Marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include investment, insurance, and other financial services companies</i></li> </ul> |

## 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.

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.





## Important Privacy Choices for Consumers

Applies to California Residents Only

**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.

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### **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: \_\_\_\_\_

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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](mailto:contactus@amerfirst.org)
-