

**GFCU**  
**TRUTH-IN-SAVINGS & ELECTRONIC SERVICES**  
**DISCLOSURES AND AGREEMENTS**

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THIS DISCLOSURE SUPERSEDES ALL  
DISCLOSURES PRIOR TO THE EFFECTIVE DATE  
SHOWN BELOW.

Effective Date: 2025

**INDEX**

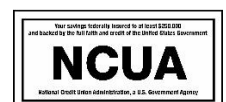
**TRUTH-IN-SAVINGS**

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## TRUTH-IN-SAVINGS DISCLOSURE AND AGREEMENT

In the following agreement(s), the words "You", "Your," and "Yours" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing an Account Signature Card for each respective Account or opening one or more account(s) with us. The words "We," "Us," "Our," "GFCU," and "Credit Union" mean GLENDALE FEDERAL CREDIT UNION.

You understand and agree that this Agreement and Disclosure, along with any other documents we give you pertaining to your account(s), is a binding contract between the Credit Union and you, whether in your individual or representative capacity, or both, that establishes the rules that control your account(s) with us and which sets forth your rights, obligations, and responsibilities and the rights and obligations of the Credit Union. When you sign a Signature Card or open or continue to use an Account, you agree to follow these rules.

The purpose of this Agreement and Disclosure is to:

1. Explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which you are subject or in which you might be interested.

You understand and agree that if any provision of this Agreement and Disclosure 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 and Disclosure, but we will only agree to do so in writing and such permitted variation will be in effect only as to the particular transaction(s) described in such writing.

This disclosure is presented for your information and is accurate as of the date shown on the cover. Furthermore, the Credit Union's Schedule of Fees and Dividend Rate Bulletin are incorporated herein by reference. We have the right to change its terms and conditions or amend this disclosure from time to time. However, before any fee or change is increased or added, or terms and conditions amended, you will receive 30 days advance notice at your address of record. You may always obtain more information by calling our Member Services Department at (818) 548-3976.

## GENERAL INFORMATION

**ACCRUAL OF DIVIDENDS:** The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, applicable state law, and the Truth-in-Savings Act and Regulations. Dividends begin to accrue on the first business day after you deposit non-cash items (e.g., checks) or cash items to your Account.

**NATURE OF DIVIDENDS:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. If you close your account before dividends are credited, you will not receive the accrued dividends (if any).

**BYLAW REQUIREMENTS:** You must deposit the par value of at least one (1) share into a Regular Savings Account (this account will be known as your Primary Savings Account) to become a member and maintain accounts with us. The par value of a share is currently \$5.00. The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board. A member who fails to complete payment of one share within 6 months of his admission to membership, or within 6 months from the increase in par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within the 6 months of the reduction may be terminated from membership at the end of a dividend period. You must be and remain a member in good standing to maintain any account. You must maintain the par value of a share in your Primary Savings Account to open other accounts. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days' and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

**NATIONAL CREDIT UNION SHARE INSURANCE FUND:** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

**CREDIT REPORTS:** You authorize us to obtain credit reports as we deem necessary for purposes of determining future credit opportunities with you, and you authorize any person, association, or corporation to furnish, on our request, credit reports. You also authorize us to furnish information concerning your Account(s) with us to credit reporting agencies.

### **REGULAR SAVINGS ACCOUNTS**

1. The minimum deposit required to open and maintain a Regular Savings Account is set forth on our Dividend Rate Bulletin.
2. You must maintain a minimum daily balance as set forth on our Dividend Rate Bulletin in this Account in order to avoid closure of this Account and closure of your other accounts with us.
3. There is no minimum balance required to avoid a monthly service fee.
4. You must maintain a minimum daily balance of \$100.00 in this Account to obtain the Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
5. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate, Annual Percentage Yield, and rate tiers for this Account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.
6. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded quarterly and will be credited quarterly, and the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of the dividend period. The most recent dividend declaration date is reflected on the accompanying Dividend Rate Bulletin.

the excess transfer request, and the Credit Union may reclassify or close your account.

### **IRA SAVINGS ACCOUNTS**

1. The minimum deposit required to open and maintain an IRA Savings Account is set forth on our Dividend Rate Bulletin.
2. You must maintain a minimum daily balance as set forth on our Dividend Rate Bulletin in this Account in order to avoid closure of this Account and closure of your other accounts with us.
3. There is no minimum balance required to avoid a monthly service fee.
4. The Dividend Rate and Annual Percentage Yield (APY) on IRA Savings Accounts are tiered. A tier is a range of Account balances. Different Rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the Account balance will be subject to the rate applicable to that tier for the time the balance remains in that tier. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. The Dividend Rate Bulletin will show current Rates, APYs and tiers.
5. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate, Annual Percentage Yield, and rate tiers for this Account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.
6. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded quarterly and will be credited quarterly, and the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of the dividend period. The most recent dividend declaration date is reflected on the accompanying Dividend Rate Bulletin.
8. **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES:** All other terms and disclosures for our Individual Retirement Accounts (IRA Savings Account) are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

### **TERMS AND CONDITIONS APPLICABLE TO ALL SHARE DRAFT (CHECKING) ACCOUNTS**

1. We may, at our discretion, but are not obligated to nor shall we be liable for refusal to, pay funds from this account:

- a. When such payment would draw the account below the minimum balance for the account as established from time to time by us ("overdrafts");
  - b. If drawn by means not authorized in advance by us; or
  - c. Against checks presented over six (6) months past their dates.
2. We may pay and charge to your applicable account, checks drawn by and payable to any person, organization, association, or corporation whom you have authorized by providing sample MICR-encoded information identifying your account, provided there are sufficient funds in your account to pay such checks. You agree that our rights in respect to such checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such checks. You further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, we shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss, or damage to you of any kind.
3. If we have made a good-faith payment to a holder, we may charge your account according to:
  - a. The original terms of your check; or
  - b. The terms of your completed check unless we have notice that any such completion is improper.
4. Except as otherwise set forth below, you, or any other person authorized to draw on the account, may request a stop payment of any check (including a line of credit check) payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. Your stop payment must include the account number, check number, exact amount, check date, and name of payee. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend, and hold us harmless for all claims, actions, and damages related to or arising from our action in stopping payment of any check pursuant to your request. A stop payment fee will be assessed for each stop payment request. If you give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by us.
5. Your death, dissolution, or incompetence shall not revoke our authority to accept, pay, or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account, which we believe is made in good faith. You shall notify us if any of you die, become incapacitated, or your organization is dissolved.
6. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of:

- a. Any holder in due course on the check against the drawer or maker;
  - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. Except as otherwise set forth herein, we may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to us.
  8. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages you prove. In the event of a dishonor of any check, share draft, or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned. If we should choose to make a subsequent account balance check, we must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
  9. You agree that, in the event you draw a check on your account with us, you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser or any person to whom you have provided access, either purposely or inadvertently, that obscure any depository endorsement placed by us or our agent.
  10. You understand that we may authorize transactions covered by this Agreement and Disclosure that would cause your account(s) to have a negative (or further negative) balance (determined by reference to your available balance<sup>1</sup>) using any combination of the following overdraft protection programs:
    - a. **Transfer from Other Accounts:** You understand and agree that we have the right, but we are not required, to transfer available funds from any of your accounts with us (excluding IRA accounts), including account(s) upon which you are a joint owner, to cover an overdraft and to pay applicable fees. You agree that overdrafts paid by a transfer from any of your accounts with us in excess of funds available in such accounts are payable on demand, and, if not promptly paid, may result in the closure of your account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee.
    - b. **By Request:** You understand and agree that you may authorize overdraft transactions to be cleared by executing a written or oral request specifying the source of funds to be used to cover overdrafts. If, pursuant to such request, overdrafts are to be covered by a transfer of funds from another checking account, your savings account(s), or from a line of credit account, such transfer(s) will generally be made only if there are sufficient clear funds on deposit or sufficient available credit at the time of transfer. You agree that overdrafts paid pursuant to such request in excess of funds in any designated overdraft source are payable on demand, and, if not promptly paid, may result in the closure of your account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee.

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<sup>1</sup> Your "available balance" is defined as the funds immediately available to you and not subject to any hold or waiting period under our Delayed Funds Availability Policy or otherwise.

- c. **Courtesy Pay Program:** You understand and agree that we may, but we are not required to, pay items without sufficient available funds in your account(s) in accordance with the terms and conditions of our Courtesy Pay Program. Such overdrafts will be subject to our Courtesy Pay Fee. You will see our Courtesy Pay Agreement for more information.
  - d. **Exception for ATM and One-Time Debit Card Transactions:** You understand and agree that we will not pay overdrafts occurring as a result of ATM or one-time Debit Card transactions unless you expressly consent (opt-in) to pay a fee in connection with such transactions in accordance with applicable law.
- 11. We may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts whether or not they participate in the transaction or benefit from its proceeds.
  - 12. If the Account Signature Card is signed by more than one person, you hereby appoint each other as agents and attorneys-in-fact to overdraft from any of your savings or loan accounts (including accounts on which you are joint owners, except IRA accounts).
  - 13. You may not pledge any or all of the funds on deposit in a checking account as security for any loan(s).
  - 14. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to you. We recommend that you close any checking account for which checks are lost or stolen or if there have been (or there is reasonable cause to believe that there may be) unauthorized transactions on your account and open a new checking account. If you refuse to do so despite this recommendation, we shall have no liability for subsequent losses on the account due to unauthorized transactions to the extent permitted by law.
  - 15. If this is an organization account (i.e., corporate, partnership, LLC, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
  - 16. As a convenience to you, we will submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in our Fee Schedule. You are responsible for verifying the accuracy of all information shown on your checks whether you order them through us or elsewhere.
  - 17. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are imaged on both sides and stored for seven years from date of posting. You may request and we will provide you with a photocopy of a requested item within a reasonable time. In accordance with California law, we will not charge you for copies of the first two (2) items you request appearing on any statement. Additional copies will be subject to an assessment of a fee. If you have not ordered your Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us.

18. If a 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 amount of 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 and Disclosure, 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.
19. We may charge against your account a postdated check even though payment is made before the date of the check. However, if you notify us within a reasonable time to permit us to act and identify the check with reasonable certainty, we will not pay the check until the due date. Your notice to us must be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service.
20. All checks written on your account must be drawn in U.S. dollars.
21. Checking accounts with no activity for ninety (90) days will be considered inactive and may be closed by the Credit Union.
22. You agree to pursue all rights you may have under any applicable insurance coverage before making a claim against us in connection with any account transaction and to provide us with all reasonable information about your insurance coverage. Our liability, if any, shall be reduced by the amount of all insurance proceeds you receive or are entitled to receive.
23. Except as otherwise required by applicable law, you agree that we shall have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account.
24. When handling an item, our maximum liability for your failure to exercise ordinary care in handling such item shall not exceed the amount of the item. In any other case (including forgery, alteration, or other unauthorized withdrawal), our maximum liability is the lower of your actual damages proved or the amount of the forgery, forgery, alteration, or other unauthorized withdrawal. In either case, our liability for damages shall be reduced by the amount of damages that would not have been realized if you had used ordinary care. **IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY, AND WE SHALL NOT BE LIABLE FOR YOUR ATTORNEYS' FEES.**

#### **TERMS AND CONDITIONS APPLICABLE TO SECURE SHARE DRAFT CHECKING ACCOUNTS**

Secure Share Draft Checking Accounts are dividend-bearing accounts that offer an ID theft protection feature. The ID theft protection feature is available only to GFCU members and their immediate families. Immediate family members include a spouse, domestic partner, children under 25 years of age, and parents who are residents of the same household. Individuals with signing authority only, or whose interest in the account is limited to a beneficial or



contingent interest, or individuals acting as guardian, conservator, attorney-in-fact, etc. for an Account Owner without an actual ownership interest, do not qualify for this feature.

1. The minimum deposit required to open and maintain a Secure Share Draft Checking Account is set forth in our Dividend Rate Bulletin.
2. There is no minimum balance required to avoid a monthly service fee.
3. You must maintain a minimum daily balance as set forth in our Dividend Rate Bulletin in this Account to obtain the Annual Percentage Yield (APY) set forth on our Dividend Rate Bulletin.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.
5. **BALANCE INFORMATION:** We compute the balance in your Secure Share Draft Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a daily periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
6. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded daily and credited on the last day of the month and the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the ending date of a dividend period and, for example, is the fourth Wednesday of January.

## **TERMS AND CONDITIONS APPLICABLE TO SIMPLE CHECKING ACCOUNTS**

The Simple Checking Account is a non-dividend bearing account with no ID protection feature.

1. The minimum deposit required to open and maintain a Simple Checking Account is set forth in our Dividend Rate Bulletin.
2. There is no monthly service fee.

## **Minor Checking Accounts**

### **Terms and Conditions Applicable to Minor's Share Draft Checking Accounts**

GFCU offers Minor's Share Draft Checking Accounts to children aged 12-17. In order to open a Minor's Share Draft Checking Account, a parent or legal guardian must be a joint owner on the Account. The parent or legal guardian agrees that he/she is jointly and severally liable for all transactions occurring on or through the Account, including all checks written by the minor, any and all overdrafts, and any and all applicable fees.

1. The minimum deposit required to open and maintain a Minor's Share Draft Checking Account is \$5.00.
2. There is no minimum balance required to avoid a monthly service fee.

3. I must maintain a minimum daily balance of \$100 in this Account to obtain the Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.

## KASASA CASH ACCOUNT

This disclosure contains the rules that govern your deposit account.

### Account Overview:

Kasasa Cash: A free variable rate checking account with no minimum balance that rewards accountholders with dividends and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

### Purpose and Expected Use of Account

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Glendale Federal Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Glendale Federal Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash account, any optional add-on products / services associated with this account will also be terminated at the same time.

### Dividend Rate & Annual Percentage Yield (APY)

- **Compounding & Crediting:**

Dividends will be compounded on a daily basis. Dividends will be credited to your Kasasa Cash account on the last day of the current statement cycle. If you close your account before the dividends are credited, you will not receive the accrued dividends. Dividends begin(s) to accrue on the day you deposit noncash items (for example, checks).

"Statement Cycle" means the period of time for which Glendale Federal Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or Contact one of our branch service representatives for specific Statement Cycle dates.

- **Balance Computation Method:**

We use the average daily balance method to calculate the dividends on your Kasasa Cash account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the Statement Cycle.

- **Dividend Rate & Annual Percentage Yield:**

When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle average daily balances up to and including \$10,000 in your Kasasa Cash account earn a dividend rate of 2.96% resulting in an APY of 3.00%; and average daily balances over \$10,000 earn a dividend rate of .50% on the portion of the average daily balance over \$10,000, resulting in a range from .73% to 3% APY depending on the account's average daily balance.

When Kasasa Cash qualifications are not met, ATM withdrawal fees are not refunded and the dividend rate earned on the entire average daily balance in the account will be .05% resulting in an APY of .073%.

**Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash account during each Monthly Qualification Cycle:

- At least 12 PIN-based, signature-based, or card not present debit transactions. No minimum transaction amount required.
- Be enrolled in and have agreed to receive e-statements rather than paper statements.
- Maintain a valid email address on record with credit union

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based, signature based or card not present debit transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or contact one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

#### **Reward Information:**

When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, average daily balances up to and including \$10,000 in your Kasasa Cash account earn a dividend rate of 2.96% resulting in an APY of 3%; and average daily balances over \$10,000 earn a dividend rate of .50% on the portion of the average daily balance over \$10,000, resulting in a range from .73% to 3.00% APY depending on the account's average daily balance.

You will receive reimbursements up to an aggregate total of \$20 for nationwide ATM withdrawal fees incurred within your Kasasa Cash account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash qualifications are not met, the dividend rate earned on the account's entire average daily balance will be 0.05% resulting in an annual percentage yield of 0.05% and ATM withdrawal fees are not refunded.

Dividends will be credited to your Kasasa Cash account on the last day of the current statement cycle.

Nationwide ATM withdrawal fee reimbursements will be credited to your account on the last day of the current statement cycle.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of 3% + \$100,000 in your Kasasa Cash account and an assumed statement cycle of thirty-one (31) days. Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

#### **Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open the account. E-Statement is a condition of this account. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. e-statements) to meet some of the account's qualifications. Limit of one Kasasa Cash Account per member account and no more than two per primary social security number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our credit union service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Federally insured by NCUA for up to \$250,000. Kasasa and Kasasa Cash are trademarks of Kasasa, Ltd., registered in the U.S.A.

#### **Cycle Date Information:**

The following dates apply to your Kasasa Cash account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash account with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

## **KASASA CASH BACK ACCOUNTS**

This disclosure contains the rules that govern your deposit account.

### **Account Overview:**

Kasasa Cash Back: A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their PIN-based, signature-based and card not present debit transactions purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

### **Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Glendale Federal Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Glendale Federal Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back account, any optional add-on products / services associated with this account will also be terminated at the same time.

### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back account during each Monthly Qualification Cycle:

- At least 12 PIN-based, signature-based, or card not present debit transactions. No minimum transaction amount required.
- Be enrolled in and log into online banking.
- Be enrolled in and have agreed to receive e-statements rather than paper statements.
- Maintain a valid email address on record with credit union

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based, signature based or card not present debit transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or contact one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

### **Reward Information:**

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 4% cash back on up to a total of \$300.00 on PIN-based, signature-based or card not present debit transactions that post and settle to the account during that cycle period. A maximum of \$12 cash back payments may be earned per Monthly Qualification Cycle. You will receive reimbursements up to an aggregate total of \$20.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded.

Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Cash Back account on the last day of the current statement cycle.

Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

**Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open a Kasasa Cash Back Account. E-Statement is a condition of this account. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. e-statements) to meet some of the account's qualifications. Limit of one Kasasa Cash Account per member account and no more than two per primary social security number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our credit union service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions Federally insured by NCUA for up to \$250,000. Kasasa, Kasasa Cash Back and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

**Cycle Date Information:**

The following dates apply to your Kasasa Cash Back account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash Back account with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

**KASASA CASH WITH KASASA SAVER ACCOUNTS**

This disclosure contains the rules that govern your deposit account.

**Account Overview:**

- Kasasa Cash: A free variable rate checking account with no minimum balance that rewards accountholders with dividends and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.
- Kasasa Saver is a free, variable rate, deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked Kasasa Cash checking account during each Monthly Qualification Cycle.

**Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period





.50% on the portion of the average daily balance over \$10,000, resulting in a non-compounding range from .73% to 3% APY depending on the account's average daily balance.

Kasasa Saver: average daily balances up to and including \$20,000 in your Kasasa Saver account earn an APY of 1.50% and average daily balances over \$20,000 earn a dividend rate of .50% on the portion of the average daily balance over \$20,000, resulting in a range from .67% to 1.50% APY depending on the account's average daily balance.

When your Kasasa Cash account qualifications are not met during a Monthly Qualification Cycle:

Kasasa Cash: ATM withdrawal fees are not refunded and the entire average daily balance in the account earns an dividend rate of .05% resulting in a non-compounding annual percentage yield of .05%.

Kasasa Saver: the entire average daily balance in the Kasasa Saver account earns an dividend rate of .05% resulting in an annual percentage yield of .05%.

\* Interest in Kasasa Cash does not compound because it is automatically transferred to the Kasasa Saver account within one day. Note: Automatic transfer may cause an overdraft to your Kasasa Cash account, if the account's balance is less than the transferred amount when transfer occurs.

#### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash account during each Monthly Qualification Cycle:

- At least 12 PIN-based, signature-based, or card not present debit transactions. No minimum transaction amount required.
- Be enrolled in and log into online banking.
- Be enrolled in and have agreed to receive e-statements rather than paper statements.
- Maintain a valid email address on record with credit union

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based, signature based or card not present debit transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or contact one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

#### **Reward Information:**

When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, average daily balances up to and including \$10,000 in your Kasasa Cash account earn a dividend rate of 2.96% resulting in a non-compounding APY of 3.00%; and average daily balances over \$10,000 earn a dividend rate of .50% on the portion of the average daily balance over \$10,000, resulting in a non-compounding range from .73% to 3.00% APY depending on the account's average daily balance.

In addition, average daily balances up to and including \$20,000 in your Kasasa Saver account earn a dividend rate of 1.49% resulting in an APY of 1.50%; and average daily balances over \$20,000 earn a dividend rate of .50% on the portion of the average daily balance over \$20,000, resulting in a range from .67 to 1.5% APY depending on the Kasasa Saver account's average daily balance.

You will receive reimbursements up to an aggregate total of \$20 for nationwide ATM withdrawal fees incurred within your Kasasa Cash account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash qualifications are not met, the dividend rate earned on the account's entire average daily balance will be .05% resulting in a non-compounding annual percentage yield of .05% and ATM withdrawal fees are not refunded. In addition, the entire average daily balance in the Kasasa Saver account earns a dividend rate of .05% resulting in an annual percentage yield of .05%.

Dividends will be credited to your Kasasa Cash and Kasasa Saver account on the last day of the current statement cycle. Nationwide ATM withdrawal fee reimbursements will be credited to your account on the last day of the current statement cycle.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of 3.00% + \$100,000 in your Kasasa Cash account and 1.50% + \$100,000 in your Kasasa Saver account and an assumed statement cycle of thirty-one (31) days. Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

#### **Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open the Kasasa Cash Account. No minimum deposit is required to open the Kasasa Saver Account. E-Statement is a condition of this account. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. e-statements) to meet some of the account's qualifications. Limit of one Kasasa Cash Account per member account and no more than two per primary social security number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Kasasa Cash account is required to have a Kasasa Saver account. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to the associated standalone Kasasa Cash account and that account's terms and conditions articulated within their specific disclosure will apply. A linked Kasasa Saver account is required for automatic savings.

Contact one of our credit union service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Federally insured by NCUA for up to \$250,000. Kasasa and Kasasa Cash are trademarks of Kasasa, Ltd., registered in the U.S.A.

#### **Cycle Date Information:**

The following dates apply to your Kasasa Cash and Kasasa Saver accounts. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash and Kasasa Saver accounts with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

### **KASASA CASH BACK WITH KASASA SAVER ACCOUNTS**

This disclosure contains the rules that govern your deposit account.

#### **Account Overview:**

- Kasasa Cash Back: A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their PIN-based, signature-based and card not present debit transactions purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.
- Kasasa Saver is a free, variable rate, deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked Kasasa Cash Back checking account during each Monthly Qualification Cycle.

#### **Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Glendale Federal Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards

that have not been credited to your account. A Glendale Federal Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back with Kasasa Saver account, any optional add-on products / services associated with this account will also be terminated at the same time.

If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to a standalone Kasasa Cash Back account and only the Kasasa Cash Back terms and conditions articulated within this disclosure will apply.

### **Dividend Rate & Annual Percentage Yield (APY)**

- **Compounding & Crediting:**

Dividends will be compounded on a daily basis. Dividends will be credited to your Kasasa Saver account on the last day of the current statement cycle. If you close your account before the dividends are credited, you will not receive the accrued dividends. Dividends begin(s) to accrue on the day you deposit noncash items (for example, checks).

"Statement Cycle" means the period of time for which Glendale Federal Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

- **Balance Computation Method:**

We use the average daily balance method to calculate the dividends on your Kasasa Saver account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the Statement Cycle.

- **Dividend Rate & Annual Percentage Yield:**

When your Kasasa Cash Back account qualifications are met during a Monthly Qualification Cycle:

Kasasa Saver: average daily balances up to and including \$20,000 in your Kasasa Saver account earn a dividend rate of 1.49% resulting in an APY of 1.50% and average daily balances over \$20,000 earn a dividend rate of .50% on the portion of the average daily balance over \$20,000, resulting in a range from .73% to 1.50% APY depending on the account's average daily balance.

When your Kasasa Cash Back account qualifications are not met during a Monthly Qualification Cycle:

Kasasa Saver: the entire average daily balance in the Kasasa Saver account earns a dividend rate of .05% resulting in an annual percentage yield of .05% APY.

### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back account during each Monthly Qualification Cycle:

- At least 12 PIN-based, signature-based, or card not present debit transactions. No minimum transaction amount required.
- Be enrolled in and log into online banking.
- Be enrolled in and have agreed to receive e-statements rather than paper statements.
- Maintain a valid email address on record with credit union

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based, signature based or card not present debit transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or contact one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

#### **Reward Information:**

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 4% cash back on up to a total of \$300 on PIN-based, signature-based or card not present debit transactions that post and settle to the account during that cycle period. A maximum of \$12 cash back payments may be earned per Monthly Qualification Cycle.

In addition, average daily balances up to and including \$20,000 in your Kasasa Saver account earn a dividend rate of **1.495%** resulting in an APY of 1.50%; and average daily balances over \$20,000 earn a dividend rate of .50% on the portion of the average daily balance over \$20,000, resulting in a range from .67% to 1.50% APY depending on the account's average daily balance.

You will receive reimbursements up to an aggregate total of \$20.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded. In addition, the entire average daily balance in the Kasasa Saver account earns a dividend rate of .05% resulting in an annual percentage yield of .05% APY.

Dividends will be credited to your Kasasa Saver account on the last day of the current statement cycle.

The cash back payments and nationwide ATM withdrawal fee reimbursements earned in your Kasasa Cash Back account will be credited to your Kasasa Saver account on the last day of the current statement cycle.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of 1.50% + \$100,000 in your Kasasa Saver account and an assumed statement cycle of thirty-one (31) days. Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

**Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open the Kasasa Cash Back Account. No minimum deposit is required to open the Kasasa Saver Account. E-Statement is a condition of this account. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. e-statements) to meet some of the account's qualifications. Limit of one Kasasa Cash Account per member account and no more than two per primary social security number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Kasasa Cash Back account is required to have a Kasasa Saver account. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to the associated standalone Kasasa Cash Back account and that account's terms and conditions articulated within their specific disclosure will apply. A linked Kasasa Saver account is required for automatic savings.

Contact one of our credit union service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions Federally insured by NCUA for up to \$250,000. Kasasa, Kasasa Cash Back and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

**Cycle Date Information:**

The following dates apply to your Kasasa Cash Back and Kasasa Saver accounts. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Cash Back and Kasasa Saver accounts with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

## **KASASA TUNES**

This disclosure contains the rules that govern your deposit account.

**Bonus Information:**

As a bonus to individuals who open and fund a new Kasasa Tunes account, our credit union will refund up to an aggregate total of \$30 (which includes any applicable taxes) for any iTunes, Amazon.com or Google Play purchases made with your

Kasasa Tunes debit card that post and settle to the account within the first 60 calendar days after your account is opened. This refund will be credited to your account on the last day of the current statement cycle in which your aggregate iTunes, Amazon.com, Google Play purchase threshold of \$30 posts and settles to your account.

Any portion of this bonus that is not used within the stated time period will be forfeited. No minimum balance is required to obtain this bonus. Limit of one Kasasa Tunes Account per member account and no more than two per primary social security number. If your Kasasa Tunes account is closed within 3 months of account opening, we will deduct the value of your account opening bonus at closing. Account opening bonus will not be paid if accountholder switches into a Kasasa Tunes account from another account that offered an account opening incentive to open the initial account.

#### Account Overview:

Kasasa Tunes: A free variable reward checking account with no minimum balance that rewards accountholders with reimbursements on iTunes, Amazon.com and Google Play purchases as well as nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

#### Purpose and Expected Use of Account

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

Glendale Federal Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over 3 consecutive Statement Cycles.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Glendale Federal Credit Union check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa Tunes account, any optional add-on products / services associated with this account will also be terminated at the same time.

#### Qualification Information:

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Tunes account during each Monthly Qualification Cycle:

- At least 12 PIN-based, signature-based, or card not present debit transactions. No minimum transaction amount required.
- Be enrolled in and log into online banking.
- Be enrolled in and have agreed to receive e-statements rather than paper statements.

- Maintain a valid email address on record with credit union

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based, signature based transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) day prior to the first banking day of the current statement cycle through one (1) day prior to the last banking day of the current statement cycle.

See our website or contact one of our branch service representatives for specific Monthly Qualification Cycle dates.

"Banking Day" means any day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions or for processing.

"Business Day" means a calendar day other than a Saturday or a Sunday, January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 falls on a Sunday, the next Monday is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account. See our website or contact one of our branch service representatives for specific Statement Cycle dates.

#### **Reward Information:**

When your Kasasa Tunes account qualifications are met during a Monthly Qualification Cycle, you will receive up to an aggregate total of \$15 (which includes any applicable taxes) in refunds for any iTunes, Amazon.com or Google Play purchases. In order to be refunded, iTunes, Amazon.com, Google Play purchases must be made with your Kasasa Tunes debit card and must post and settle to your account no more than 30 days after the Monthly Qualification Cycle in which you qualified ends.

You will receive reimbursements up to an aggregate total of \$20 for nationwide ATM withdrawal fees incurred within your Kasasa Tunes account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Tunes account qualifications are not met, iTunes, Amazon.com and Google Play purchases and ATM withdrawal fees are not refunded.

iTunes, Amazon.com and Google Play purchase reimbursements and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Tunes account on the last day of the current statement cycle.

Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

#### **Reward Administration:**

iTunes, Amazon.com and Google Play purchases are refunded via a "grant" and "credit" process. On the last day of each Statement Cycle in which you qualify, we establish a refund "grant" of up to and including \$15 for your account. Each "grant" is valid for up to and including than 30 calendar days. All iTunes, Amazon.com and Google Play refunds are



"credited" against your account's oldest active "grant". If the account is closed, you will forfeit any refunds grants that have not been credited to your account. Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

#### **Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. No minimum deposit is required to open the Kasasa Tunes Account. E-Statement is a condition of this account. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. e-statements) to meet some of the account's qualifications. Limit of one Kasasa Tunes Account per member account and no more than two per primary social security number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our credit union service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Federally insured by NCUA for up to \$250,000. Kasasa, Kasasa Cash Back and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A. iTunes is a registered trademark of Apple, Inc. Amazon.com is a registered trademark of Amazon.com. Google Play is a registered trademark of Google, Inc. Apple Inc., Amazon.com and Google, Inc. are not participants in or sponsors of this program. Kasasa and Kasasa Tunes are trademarks of Kasasa, Ltd., registered in the U.S.A.

#### **Cycle Date Information:**

The following dates apply to your Kasasa Tunes account. Our Monthly Qualification Cycle dates are not the same as our Statement Cycle dates. To qualify for your account's rewards, all of the transactions and activities identified within the above Qualification Information section must post and settle to your Kasasa Tunes account with these Monthly Qualification Cycle dates.

The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by our bank as ATM transactions, non-retail payment transactions and purchases made with debit cards not issued by our institution. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

## **OVERDRAFT DISCLOSURE AND COURTESY PAY SERVICE AGREEMENT**

**General.** You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.

"Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment

of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet “available” according to our Funds Availability Policy.

**PAYMENT OF OVERDRAFTS.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection. We may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Courtesy Pay Service (described in more detail below), we will charge a Courtesy Pay Fee of \$30. If we return an item, we will charge a Non-sufficient Funds (NSF) Fee of \$30. Refer to the *Schedule of Fees* for a listing of fees, which is updated periodically.

We recommend that you enroll in one of the optional overdraft protection plans described below. These plans can help you avoid overdrafts and returned items. While fees apply when you use an optional overdraft protection plan, the fees under the plan are less expensive than NSF and Courtesy Pay Fees. Refer to the “Optional Overdraft Protection Plans” section below for more information.

**YOUR CHECKING ACCOUNT BALANCE.** Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as: (a) your current balance on Credit Union ATM screens; and (b) your Current balance in Online Banking and in Mobile Banking. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy. While the term “actual” may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So, at that point, you have an actual balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will post the transaction to your account and your actual balance will be reduced by the amount of the posted transaction.

We use your available balance to determine when your account is overdrawn. The following example illustrates how this works:

Assume your actual and available balance are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization

hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged a Courtesy Pay Fee of \$30. That fee will be deducted from your account, further increasing the overdrawn amount.

Your account is considered overdrawn when the available balance in your account is negative (less than \$0). **YOU ACKNOWLEDGE THAT YOU MAY STILL OVER- DRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANS-**

**ACTION THAT YOU WANT TO MAKE.** This is because your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including, but not limited to, car rental transactions, cash transactions, and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

**HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.** There are basically two types of transactions in your account: credits (or deposits of money into your account), and debits (or payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Most deposits are credited to your account when we receive them. For some checks you deposit, only \$200 will be made available at the time of deposit; the balance will be available the next business day or later. There may be extended holds on checks over \$5,000. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see our "Funds Availability Policy."

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH credit and debit transactions for your account are grouped together; credits are applied to your account first, then debits are paid in order from lowest to highest dollar amount.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN, but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. Please refer to the section below entitled "Authorization Holds for Debit Card Transactions" for additional information regarding such holds. At some point

after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

**General Posting Order.** We ordinarily post items within certain debit categories from the lowest to highest dollar amount, regardless of the order in which they occur or we receive them.

**Credit and Debit Categories for Posting.** We may establish, at our discretion, different categories of debits and credits, and then determine posting orders within each category. A category may include more than one type of debit or credit. Debit categories generally include checks, debit card purchases, withdrawals (in-person, via ATM, preauthorized, and online), payments, and various fees. Credits that are included in a credit category for posting include teller deposits, direct deposits, and other types of credits. For example, we may treat ATM withdrawals and debit card purchases as one category, and “on-us” checks as another category, and then post ATM withdrawals and debit card purchases before we process and post checks.

We may change our posting order at any time without notice to you. We may give preference to debits payable to us. Your account statement will not necessarily report debits and credits in the order that we posted them to your account.

**Determination of Posting Order.** Credits and debits may not post to your account in the order in which they occur or we receive them. Sometimes, they are not posted to your account on the same day that they occur. For example, when you write a check or use your debit card to make a purchase, the merchant or the person or business from whom you made the purchase may not present the check or debit charge to us for payment until several days later. We may treat credits and debits to your account which we receive on any day as if we received all of them at the end of that day and post them in the order we determine.

**Relation Between Posting Order and Overdraft Fees.** On any given business day, if we receive more than one item for payment and if we determine there are sufficient funds to pay one or more but not all of the items, then the number of items paid and the overdraft and returned item fees assessed could be affected by the order that we choose to post those items. We may choose our processing and posting orders regardless of whether additional fees may result. You can avoid overdraft fees by making sure that your account always has sufficient available funds to cover all of your withdrawals and debits. You should also consider enrolling in one of our optional overdraft protection plans, described in detail below, as a possible way to avoid certain overdraft fees.

We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors. We may pay or authorize some transactions, and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more overdraft and returned item fees than other posting orders.

Some items are received by us individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, “on us” checks, and ACH and debit card transactions. If multiple checks are presented on any given day, they are cleared in order from lowest dollar amount to highest dollar amount. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). For non-check batched transactions, we receive at the same time on a particular business day, we will generally post those non-check batched transactions from lowest dollar amount to highest dollar amount.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to: (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.

Each business day, we post transactions during our nightly processing. Generally, we first post deposits or incoming transfers received before the deposit cutoff time that day. We then post withdrawals (such as ATM, debit card, or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

**AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.** When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and, as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases, we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

**OPTIONAL OVERDRAFT PROTECTION PLANS.** We offer optional overdraft protection plans that you may apply for, such as a personal Line of Credit loan account where your line of credit is used for overdraft protection, and an Overdraft Transfer Service where funds from a linked savings account are used for overdraft protection. If you qualify for these optional services, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay Service when your account is overdrawn. A Line of Credit and the Overdraft Transfer Service plan may save you money on the total fees you pay us for overdraft protection.

- **Line of Credit.** This is a revolving line of credit, which is available to members meeting certain credit requirements. With this plan, you authorize us to automatically advance the exact amount of your overdraft from your Line of Credit (linked to your checking account) to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges, and annual fees). If you are approved for a Line of Credit, you will be provided with our Line of Credit Agreement, which contains the terms and conditions applicable to the Line of Credit.
- **Overdraft Transfer Service.** With this service, you authorize us to make transfers of available funds automatically from your regular savings account to cover overdrafts in your checking account. Transfers from your savings account are made in the exact amount of the overdraft. You must request to enroll in this service.

If you decline to utilize any of the optional overdraft protection plans and you are not eligible for our Courtesy Pay Service, and there are insufficient funds in your checking account to pay an item, your items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned. Transfers will appear on your periodic statements for each applicable account.

**LIMITS ON OVERDRAFT PROTECTION.** We will not transfer more than the available account balance in a linked regular savings account or the available credit (as of the end of the previous business day) on a Line of Credit account, even if the amount of the overdraft is more than the available amount. If the available balance in a linked regular savings account or the available credit on a Line of Credit account is not enough to pay the transactions you have initiated on any day plus the Overdraft Transfer Fee, we may not transfer enough funds to pay one or more transactions. Any transactions that are not paid by the transfer will be returned, and NSF Fees will be charged as if you did not have overdraft protection.

**TERMINATION OF OPTIONAL OVERDRAFT PROTECTION PLANS.** We may terminate optional overdraft protection services at any time with or without notice to you. Any owner of the checking account, any owner of a linked regular savings account used for overdraft protection, or any borrower on a Line of Credit account used for overdraft protection may cancel overdraft protection in person or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

### **COURTESY PAY SERVICE AGREEMENT**

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative (or further negative) balance (determined by reference to my available balance) pursuant to the terms and conditions of this Agreement up to the amount of your Courtesy Pay limit (including fees). We refer to this service as our Courtesy Pay Service (hereinafter referred to as the "Service"). The Service is different than the Line of Credit and the Overdraft Transfer Service plans. The Service is a backup to your existing overdraft protection plans and will only be activated if funds are not available from those plans. This Courtesy Pay Service Agreement sets forth the terms and conditions applicable to the Service.

**What Overdraft Transactions are Covered?** The Service is available only for the payment of checks, electronic transfers, preauthorized payments under our Bill Payment Service, telephone-initiated transactions, and ACH drafts and debits for which funds are insufficient. The Service is not available for ATM transactions and one-time debit card transactions, unless you opt-in, as described in the next section below.

**Optional Overdraft Transactions.** If you would like to include ATM transactions and one-time debit card transactions in the Service, you are required to "opt-in" (in other words, you must provide us with your affirmative consent). Choosing not to opt in may result in ATM and debit card transactions being declined.



You understand and agree that we do not require you to authorize the Service for your ATM transactions and one-time debit card transactions as a condition of us providing the Service to you for your checks, electronic transfers, preauthorized payments under our Bill Payment Service, telephone-initiated transactions, ACH transactions, or other transactions subject to this Courtesy Pay Service Agreement. If you want the Credit Union to authorize and pay overdrafts for one-time debit card transactions, you must provide us with your consent by: (1) calling us at 818-548-3976 (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing an opt-in consent form to 500 E Wilson Ave, Glendale, Ca 91206. If you opt-in, we will cover the payment of ATM transactions and one-time debit card transactions under this Service and you will be charged a fee as set forth in our Fee Schedule.

**Eligibility for the Service.** The Service is not a credit product and requires no application or credit approval process; it is a feature that, with the exception of ATM transactions and one-time debit card transactions, is automatically included with eligible checking accounts (unless you opt out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. The Service is available for checking accounts for which the primary checking account owner is 18 years of age or older, is in good standing, and the checking account has been open for at least 180 days with the applicable minimum balance requirement. We reserve the right to limit the Service to one (1) account per household or member. We may suspend or permanently revoke the Service from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty-one (31) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies;
- You have had more than 6 items returned for non-sufficient funds in a calendar year;
- You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

**The Service is a benefit. Any payment made by us under the Service will be made on a case-by-case basis, in our sole and absolute discretion. The Service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Service is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.**

**How the Service is Administered.** If you are eligible for the Service, we will generally pay your overdraft items up to a maximum of \$500, including fees. You acknowledge and agree that we reserve the right to limit the number of checks or other items/transactions that may be paid by us through the Service during any given month. In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however,

we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

**When is the overdraft payment due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

**Courtesy Pay Fees.** A Courtesy Pay Fee will be charged to your checking account, in accordance with our Schedule of Fees, for each overdraft that is authorized and paid through the Service, except that the Credit Union will not charge a Courtesy Pay Service Fee for overdrafts due to ATM transactions or one-time debit card transactions unless you opt-in to have your ATM and one-time debt card overdrafts paid through this Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. Refer to the Schedule of Fees for the tiered fee structure and daily fee limit amounts. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. The Courtesy Pay Service Fee is the same as our NSF Fee charged for each "nonsufficient funds" item presented for payment and returned unpaid on a Checking Account. If we choose not to pay the overdrawn check or other item/transaction under the Courtesy Pay Service, you may be subject to an NSF Fee of as set forth in our Schedule of Fees for each such item as permissible by applicable law. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

**Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

**Right of Offset.** 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 offset for any liabilities, obligations, or other amounts owed to us by you (e.g. overdrafts and any related fees and charges). Moreover, unless you opt out of the Service (see below), you consent and expressly agree that the application of offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Courtesy Pay Service Agreement.

**Default.** You will be in default under the terms of this Courtesy Pay Service Agreement if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate the Service, or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees, and court costs that we may incur as a result of your default.

**Termination; Suspension.** We may terminate or suspend the Service at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs, and attorneys' fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.



**Your Right to Opt-Out of the Service.** If you prefer not to have the Service, visit us in a branch, contact us at 818-548-3976, or write to us at 500 E Wilson Ave, Glendale, Ca 91206, and include your name, member number, and a statement that you are opting out of the Credit Union's Courtesy Pay Service and we will remove the Service from your checking account. If you opt-out of the Service, you will still be charged our NSF Fee for each item returned.

**Optional Overdraft Protection Plans.** As discussed in more detail above, we also offer optional overdraft protection plans, such as a link to a savings account or a Line of Credit account, which may be less expensive than our Courtesy Pay Service. To learn more, please ask us about these plans.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

**IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS OVERDRAFT DISCLOSURE AND COURTESY PAY SERVICE AGREEMENT, YOUR LIABILITY FOR OVERDRAFTS, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (818) 548-3976, MONDAY, TUESDAY, THURSDAY, FRIDAY, 9AM TO 5 PM PACIFIC STANDARD PACIFIC TIME and WEDNESDAY 10AM TO 5PM STANDARD PACIFIC TIME.**

### **YOUR HOLIDAY CLUB ACCOUNT**

Your Holiday Club Account will be transferred to your Primary Savings Account on November 1st each year.

1. The minimum deposit required to open this Account is set forth in your Dividend Rate Bulletin.
2. There is no monthly service fee.
3. You must maintain a minimum daily balance as set forth in our Dividend Rate Bulletin in this Account each day to obtain the disclosed Annual Percentage Yield (APY).
4. A Holiday Club Account may be opened at any time in any given year. The full balance in the Account will be transferred to your Primary Savings Account on or about November 1st of each year. If a withdrawal is necessary before November 1st in any given year, a fee as set forth in our Fee Schedule will be charged. The Account will be automatically renewed after November 1st of each year.
5. **BALANCE COMPUTATION METHOD:** Dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
6. **COMPOUNDING AND CREDITING:** Dividends will be compounded quarterly and credited quarterly on the last day of each quarter. For these account types, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31; dividends will be credited on March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period and for this example is March 31.

### **YOUR MONEY MARKET ACCOUNT**

Glendale Federal Credit Union offers a Money Market Account, which lets you earn money market rates while providing liquidity.

1. The minimum deposit required to open this Account is set forth in our Dividend Rate Bulletin.
2. You must maintain a minimum daily balance as set forth in your Dividend Rate Bulletin in this Account to avoid a monthly service fee. If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a monthly service fee as set forth in our Dividend Rate Bulletin for that statement cycle.
3. The Dividend Rate and Annual Percentage Yield (APY) on Money Market Accounts are tiered. A tier is a range of Account balances. Different Rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the Account balance will be subject to the rate applicable to that tier for the time the balance remains in that tier. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. The Dividend Rate Bulletin will show current Rates, APYs and tiers.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.
5. You may not pledge any of the funds on deposit in the account as security for any loan(s).
6. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded monthly and credited monthly. For Money Market Accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Dividend Rate Bulletin.
7. **BALANCE COMPUTATION METHOD:** Dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS**

The Credit Union offers two (2) varieties of Term Share Certificate Accounts: Regular Term Share Certificate Accounts and IRA Term Share Certificate Accounts. Additional information about our IRA Term Share Certificate Accounts is provided in the Section entitled, "Terms and Conditions Applicable to IRA Term Share Certificate Accounts" below.

1. The minimum deposit required to open this Account is set forth in your Dividend Rate Bulletin. After the Account is opened, additional deposits to the Account are not permitted until the Maturity Date.
2. You must maintain a minimum daily balance of as set forth in your Dividend Rate Bulletin in the Account each day to obtain the disclosed Annual Percentage Yield (APY).
3. There is no minimum balance required to avoid a monthly service fee.

4. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.
5. You may choose to have dividends from this Account paid to you or credited to another account at the Credit Union rather than credited to this Account.
6. Credited dividends may be withdrawn or transferred at any time without early withdrawal penalty imposed by the Credit Union. The Annual Percentage Yield is based on an assumption that dividends will remain in the account until maturity. An early withdrawal will reduce earnings. Early withdrawals from an IRA Term Share Certificate may be subject to state and federal penalties.
7. The Account will mature on the Maturity Date set forth in the Certificate Receipt. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the Maturity Date, as follows:
  - (a) If the term of the Account is one (1) year or less, the Credit Union may impose an early withdrawal penalty equal to:
    - (1) All dividends earned for 90 days on the amount withdrawn; or
    - (2) All dividends earned on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days of dividends; or
    - (3) If a withdrawal reduces the balance below the required minimum, the Account shall be closed and a loss of dividends as in (1) or (2) above, whichever is less, will be assessed on the entire amount in the Account.
  - (b) If the term of the Account is greater than one (1) year, the Credit Union may impose an early withdrawal penalty equal to:
    - (1) All dividends earned for 180 days on the amount withdrawn; or
    - (2) All dividends earned on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to 7 days of dividends; or
    - (3) If a withdrawal reduces the balance below the required minimum, the Account shall be closed, and a loss of dividends as in (1) or (2) above, whichever is less, will be assessed on the entire amount in the Account.
  - (c) For IRA Term Share Certificate Accounts, you may impose an early withdrawal penalty equal to the lesser of:
    - (1) All dividends earned on the amount withdrawn; or
    - (2) One hundred-eighty (180) days of dividends on the amount withdrawn.

- (d) In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.
8. Early withdrawal penalties shall not apply if:
- (a) The withdrawal is made subsequent to the death of any owner of the account or is made pursuant to the Credit Union's Bylaws;
  - (b) The account is part of a retirement plan which qualifies or is qualified to receive specific tax treatment under Internal Revenue Code Sections 401(d) or 408 and withdrawal is made to effect distribution of the funds following the participant's death or disability or upon attaining not less than 70 ½ years of age; or
  - (c) The withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union.
9. This Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term, unless (1) we provide notice, at least thirty (30) days in advance of the Maturity Date, that the Account will not automatically renew; (2) you withdraw all funds in the Account prior to the Maturity Date or during the grace period; or (3) we or you close the Account. If automatically renewed, the Account will be renewed for a term equal or closest to that of the initial term and at the dividend rate and Annual Percentage Yield in effect at that time for such a term. If automatically renewed, all funds in the Account as of the renewal date are considered to be principal. There is a grace period of 10 days after the Maturity Date to withdraw funds in the account without being charged an early withdrawal penalty.
10. The owner(s) may pledge any or all of the principal on deposit in this Account as security for any loan(s) subject to the Credit Union's then-current loan policies. Further, a pledge of funds in this Account by any owner shall be binding on all owners.
11. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded and credited monthly and at maturity. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration rate is reflected on the accompanying Dividend Rate Bulletin.

#### **TERMS AND CONDITIONS APPLICABLE TO IRA TERM SHARE CERTIFICATE ACCOUNTS**

1. There is no minimum deposit required to open this account. Additional deposits are permitted to contributory IRAs only.
2. There is no minimum average daily balance required to obtain the disclosed Annual Percentage Yield (APY).
3. There is no minimum balance required to avoid a monthly service fee.
4. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in our Dividend Rate Bulletin.

5. You may choose to have dividends from this account paid to you or credited to another account at the Credit Union rather than credited to this account.
6. This account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the IRA Account Agreement and Disclosure Statement, which will be provided to you in accordance with applicable law.
7. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
8. Funds in an Individual Retirement Account will escheat to the state, if you have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
  - a. Increased or decreased principal:
  - b. Accepted payment of principal or income (dividends);
  - c. Corresponded electronically or in writing with us concerning the funds or otherwise indicated an interest therein.
9. You may not pledge any of the funds on deposit in the account as security for any loan(s).
10. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded and credited monthly and at maturity. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration rate is reflected on the accompanying Dividend Rate Bulletin.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS**

1. You must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If you fail to complete payment of one (1) share within 6 months of your admission to membership, or within 6 months from the increase in the par value in shares, or if you reduce your Primary Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within 6 months of the reduction, you may be terminated from membership at the end of a dividend period. You must be and remain a member in good standing to maintain any account. You must maintain the par value of a share in a Primary Savings Account to open other accounts. The maximum amount of shares that may be held by any member may be established from time to time by the Board of Directors.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204.
3. Our delay in enforcing any of the terms and conditions of this Agreement and disclosure shall not prohibit us from enforcing such terms and conditions at a later date.
4. We reserve the right, upon thirty (30) days written notice, to change, add to, delete from, or modify any provision of, or to establish new provisions within, this Agreement and Disclosure. Your continued use or maintenance of any of your account(s) or if you open any new accounts after the effective date of such change, addition, deletion, modification, or establishment of any new provision shall constitute your acceptance thereof.
5. We may refuse to follow any of your instructions that, in our sole judgment, are illegal or could 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, or what purports to be, your oral, written, or electronic instructions.

6. We reserve the right to refuse to open any account or to service or accept additional deposits to any existing accounts.
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. We may endorse and/or collect items deposited to your account without your 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 endorers to be present or to have their endorsements guaranteed before we accept the item.
9. 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.
10. We may endorse checks or drafts for you which we receive for deposit.
11. We are not responsible for items lost while not in our possession.
12. We will deliver all statements and other notices only to the person whose signature appears first on the Account Signature Card. 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 we: 1) 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. Except as otherwise set forth in this Agreement and Disclosure or with respect to errors involving electronic fund transfers (including, but not limited to, ATM transactions, point-of-sale transactions, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debt card transactions, whether or not initiated through an electronic terminal), notification must be within thirty (30) days of the date of the statement. See our Electronic Services Disclosure and Agreement for information about procedures for resolving errors involving electronic fund transfers. 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 us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within one (1) year 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.
13. We or you may terminate an account(s) at any time. You understand, and agree, however, that our authority to effectuate transactions as requested by accountholder(s) may not be changed or terminated except by written notice to us which will not affect prior transactions. In addition, if we receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums of deposit pending determination of the rights of the owners. 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 statement mailing address; interplead all or any portion of the funds from an account to the court; or hold (i.e., freeze) the funds, without liability to anyone, pending resolution of the claim to our satisfaction. You also

understand and agree that we may, at our discretion, freeze the funds in an account we hold, without liability to anyone, if, under the circumstances, we have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to our satisfaction or until we receive an order of a court instructing us concerning the disposition of such funds. 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.

14. We reserve the right to close any account(s) discovered to be deliberately manipulated by you to our detriment, to any other accountholder's detriment, and/or to our any other member's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and/or 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.
15. You acknowledge that we are obligated to report cases of actual or suspected financial abuse of elders or dependent care adults to the proper authorities empowered to investigate such cases. 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, including providing relevant information and documentation concerning your accounts and other transactions to the proper authorities empowered to investigate such cases. 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 an Account Signature Card 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 and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure, the Account Signature Card, and/or any other writing signed by you 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. 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.
18. You understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
19. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card, Membership Invitation, or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Signature Card(s) and a new account number will 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.
20. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at our office or by sending a written and signed notice to:

Glendale Federal Credit Union  
500 E Wilson Ave.  
Glendale, CA 91206

In the event that you fail to do this, we may continue to utilize your address on file with us without liability until we receive a change of address notification from you. We may charge 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.

21. 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 fail to provide such notice or 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.
22. 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 Funds Availability Policy for further details.
23. 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. 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.
24. Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt of any owner and any such payment shall be valid and discharge you from any liability.
25. 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 check caused by you or a prior endorser.
26. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months", "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that, except as otherwise set forth in any agreement with you or in applicable law, it applies only between you and the payee or maker, the notation will have no effect on us, 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, payee, or financial institution involving such notations or deposits, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
27. We reserve the right to reverse any credit for any deposited item or charge your account for cashed items should they become lost while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost item by providing us with such information and other assistance as we may request. We may charge your account when a photocopy of a check you have written is presented to us for payment in place of a lost original, unless a stop payment order is in effect for that check.
28. We are under no obligation to pay a check that 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.



29. All accounts are subject to our Dividend Rate Bulletin and Fee Schedule, which accompany this Agreement and Disclosure and are incorporated by this reference. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement and Disclosure should we decide to honor your request. 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.
30. You agree that you are individually liable and, for joint accounts, the joint accountholders are jointly and severally liable, for any account shortage resulting from charges or overdrafts whether caused by you or by another person or entity with access to the account(s). This liability shall be due immediately and can be deducted directly from account balances whenever sufficient funds are available. You understand and agree that you have no right to defer payment of this liability regardless of whether or not you signed the item or benefitted from the charge or overdraft. You also understand and agree that you will also be liable for our costs to collect any deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account(s) including, but not limited to, disputes between you and another joint owner, between you and an authorized signer, or between you and a third party claiming an interest in your account(s).
31. 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. Corresponding in writing or electronically with us concerning any of your funds on deposit with us; or
  - c. Otherwise indicated an interest in any of your accounts with us as evidenced by a memorandum on file with us.
- Your deposit account will not escheat to the state, however, if, during the previous three (3) years, you have owned another deposit account with the Credit Union and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit 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 deposit account are regularly sent. We may charge a fee for mailing an escheat notice. To recover funds escheated to the state, you must file a claim with the state.
32. We reserve the right to require that withdrawals made from your deposit accounts be made in minimum amounts as established from time to time by Board policy.
33. 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) shall be in the exact amount authorized and 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 will occur when sufficient funds become available.
34. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
35. We agree to retain and furnish to you, if requested, copies of certain records pertaining to your account and that these records will be available to you for the time frame required by law. You agree that the determination of which records you are entitled to shall be determined solely by us, if not otherwise specifically described

under applicable law. You agree to pay applicable fees as listed in our Schedule of Fees and Charges for those copies.

36. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing, unless we are prohibited by law from notifying you. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to any account you have with us, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys' fees, which we may incur in responding to legal process related to your accounts.
37. In the event that a cashier's, teller's, or certified check is lost or stolen, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Declaration of Loss and Claim for Reimbursement is not enforceable until the later of (i) the time Declaration of Loss and Claim for Reimbursement is properly delivered to us, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. You agree to indemnify us for any loss or claim occasioned by our attempting to, or making, your stop payment.
38. 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. You authorize us to give information concerning our experiences with you to others.
39. If you are a U.S. Person, 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, ask us for the brochure entitled "Instructions for Reporting Taxpayer Identification Number." If you are not a U.S. Person, you should use the appropriate Form W-8 or Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.
40. In the event that a negative balance is created in your deposit account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us, which are in default, you understand and agree that we may transfer funds to such account from any other deposit account (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the negative account balance or withdraw funds to offset the outstanding financial obligation that is in default.
41. 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 offset for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any permissible fees and charges) unless otherwise prohibited by law 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 to pay for overdrafts and/or internal account fees or charges includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account to the fullest extent permissible under applicable law.
42. 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 share account, a transaction or asset account, and a credit account or other extension of credit would each constitute an "account" for these purposes.
43. You understand and agree that telephone conversations with the Credit Union are not confidential and may be

randomly monitored by Credit Union personnel. You also understand, consent, and agree that your telephone conversations with Credit Union personnel may be recorded by the Credit Union.

44. You understand that we may report information about your account to credit bureaus. Late payments, missed payments, negative balances, and other defaults on your account(s) may be reflected in your credit report.
45. Member accounts in this Credit Union are federally-insured by the National Credit Union Share Insurance Fund.
46. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to your account must be commenced within one year after the cause of action occurs.
47. You agree to indemnify, defend and hold us and our employees and volunteers harmless from and against every claim, demand, action, cost, loss, liability, and expense (including, without limitation, attorney's fees) which we incur by acting in accordance with this Agreement and Disclosure or as a result of your failure to abide by its terms.
48. 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.
49. **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and the Credit Union agree to attempt to informally settle any disputes affecting your Accounts that might arise under this Agreement and Disclosure. If that cannot be done, you and the Credit Union agree that any dispute affecting your Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You, thus, GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement and Disclosure or at law or in equity (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). FURTHER, YOU GIVE UP YOUR RIGHT TO ASSERT CLAIMS AGAINST THE CREDIT UNION ON A CLASS ACTION OR COLLECTIVE ARBITRATION BASIS. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement.
50. You acknowledge that if you give anyone access to your account (such as, for example, providing any person with your debit card, ATM card, ATM or home banking PIN, 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.
51. **Statutory Lien:** If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) (except IRA) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

#### **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 on shares or hereafter paid in on shares by anyone or by any 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 the Credit Union 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 shares.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be nonmembers.

5. Except as set forth herein or in the applicable loan agreement(s), you may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to our 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 the credit committee or 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 the credit committee or a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO PAY-ON-DEATH (P.O.D) DESIGNATIONS**

1. If you have 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, all sums are payable 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 you 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 payable first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you and the remaining funds shall be divided equally among the surviving P.O.D. payees, if any.
2. A Pay-On-Death designation cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS**

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

#### **TERMS AND CONDITIONS APPLICABLE TO UNIFORM TRANSFERS TO MINORS ACT ACCOUNTS**

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is

irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.

2. You acknowledge that by signing the Account Signature Card, you have received the funds deposited to the account as custodian for the minor named therein under the Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.

3. The successor custodian named on the Account Signature Card shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.

4. You may not pledge any or all of the funds on deposit in the account as security for any loan(s).

5. Custodial accounts are not subject to the California Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO FIDUCIARY ACCOUNTS**

1. You are duly appointed and acting in the capacity of Executor/Executrix, Administrator/ Administratrix, Guardian, or Conservator. By the authority vested in you, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by us.

2. If the account is blocked, you understand and agree that you shall file with the court a written receipt, including an agreement with us that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.

3. You may not pledge any or all funds on deposit in the account as security for any loan(s).

4. Fiduciary accounts are not subject to the California Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO SOLE PROPRIETORSHIP ACCOUNTS**

1. You affirm that you are the sole proprietor of the sole proprietorship named on the Account Signature Card. We may pay out funds with your signature. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the Account Signature Card which we receive for deposit. Funds received are not withdrawable until collected.

2. Sole proprietorship accounts are not subject to the California Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP, AND UNINCORPORATED ASSOCIATION ACCOUNTS**

1. The person(s) named on the Account Signature Card, duly authorized to make the certification, certify that, at a regularly held meeting, the person(s) named were elected or appointed officers of said corporation or organization or are duly-acting partners of said partnership, and that, by virtue of the authority vested in me by the bylaws or otherwise,

any one (1) of the signators, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the Account Signature Card are the genuine signature(s) of said authorized person(s) and that your authority shall continue in force until written notice to the contrary is received by us.

2. You may not pledge any or all of the funds on deposit in the account as security for any loan(s).

3. Corporate, partnership, and unincorporated association accounts are not subject to the California Multiple Party Accounts Law.

### **LIMITATION OF SERVICES POLICY**

Glendale Federal Credit Union is committed to treating its employees, volunteers, and members with respect and to maintaining a workplace free from abusive conduct. Accordingly, the Credit Union has adopted the following Limitation of Services Policy to address standards of member conduct and to protect its employees, volunteers, any person on Credit Union premises (a Credit Union "invitee"), and members from abuse, harassment, and intimidation.

In the event that any member or non-member engages in any type of abusive conduct towards the Credit Union or a Credit Union employee, volunteer, invitee, or member, the CEO (or his/her designee) is authorized to apply appropriate remedial measures, in his/her sole discretion, against such individual. Any such remedial measure taken in response to abusive conduct shall be reported to the Board of Directors as the next regularly-scheduled meeting of the Board.

The remedial measures that may be imposed under this Policy shall comply with applicable law and may include the following:

1. Denial of services other than the right to maintain a share account and the right to vote at annual member meetings and special member meetings;
2. Preclusion from personal contacts with Credit Union employees or volunteers such that Credit Union services may be provided only by remote means and that communications may be limited to communication through the mail only;
3. Preclusion from access to Credit Union premises; and
4. Taking any other action deemed appropriate under the circumstances that does not violate state or federal law.

Threats of bodily harm, actual bodily harm, or any other illegal activity against any Credit Union employee, volunteer, invitee, or member will be reported to appropriate local or federal authorities. The Credit Union reserves the right to seek a restraining order against any individual who violates this Policy as permissible under applicable law.

For the purposes of this Policy, "abusive conduct" shall include, but shall not be limited to, any of the following conduct:

1. Any threats of or actual bodily harm or illegal activity against another member or a Credit Union employee, volunteer, or invitee;
2. Any form of action that may constitute harassment. For example:
  - a. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures;

- b. Inappropriate or unwanted touching;
  - c. Making sexual flirtations, advances, or propositions; engaging in verbal abuse of a sexual, racial, or ethnic nature; making graphic or degrading comments about an individual or his or her appearance;
  - d. Displaying sexually suggestive objects or pictures.
- 3. Fighting, kicking, or other physical harm or attempted harm towards a Credit Union member, employee, volunteer, or invitee;
  - 4. Making false, vicious, or malicious statements about the Credit Union or its services, operations, policies, practices, or management, or any Credit Union employee, volunteer, member, or invitee;
  - 5. Cursing or using other abusive, intimidating, profane, or vulgar language while on Credit Union premises or directed towards any Credit Union employee, volunteer, member, or invitee;
  - 6. Bringing or possessing firearms or weapons of any type on Credit Union premises;
  - 7. Possession, sale, or use of or being under the influence of an unlawful or unauthorized substance while on Credit Union premises;
  - 8. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of his/her duties at any time;
  - 9. Engaging in immoral or uncivil conduct or failure to maintain business-like relationships with Credit Union employees and volunteers, other Credit Union members, or invitees;
  - 10. Conducting or attempting to conduct any fraudulent, dishonest, or deceptive activity of any kind involving the Credit Union;
  - 11. Engaging in any activity that causes a monetary loss to the Credit Union;
  - 12. Any posting, defacing, or removing or any notices or signs on Credit Union premises;
  - 13. Appropriation or misappropriation of Credit Union or member funds or property; or
  - 14. Any other act that endangers the safety, health, or well being of any Credit Union employee, volunteer, member, or invitee, or engaging in any other conduct that causes a disruption of business at the Credit Union.

### **DISCLOSURE OF DELAYED AVAILABILITY OF DEPOSITED FUNDS**

#### **Your Ability To Withdraw Funds**

Our policy is to make funds from your cash and check deposits available to you not later than the first business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open (Monday, Tuesday, Thursday, and Friday 9:00 a.m. to 5:00 p.m. Pacific Standard Time ("PST"), and Wednesday 10:00 a.m. to 5:00 p.m. PST), we will consider that day to be



the day of your deposit. However, if you make a deposit after 5:00 p.m. PST (2:00 p.m. PST at non-proprietary ATMs and Shared Branch locations) or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Shared Branch locations are branches of other credit unions in the CU Service Center Network® that are not identified as our branches.

### **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 your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day after the day of deposit.

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 (for example, at an ATM, or Night Drop), 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.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of 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 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 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.

### **Holds on Other Funds**

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check you deposited.

### **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available



on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

### **Deposits at Automated Teller Machines (ATMs)**

Funds from any deposits (cash or checks) made payable at ATMs we own or operate will be available generally on the second business day after the day of your deposit.

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will be available on the fifth business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines.

### **Cash Withdrawal Limitation**

We place certain limitations on withdrawals in cash. In general, \$200 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. (Pacific Standard Time). Any remaining funds will be available for withdrawal in cash on the following business day.

### **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 your 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 your agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

## **ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

In the following Agreement, the words "YOU" and "YOUR" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "WE," "US," "OUR," and "Credit Union" mean GLENDALE FEDERAL CREDIT UNION.

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 Disclosure and Agreement and our Schedule of Fees and Charges.

You understand and agree that this Disclosure and Agreement, along with any other documents we give you pertaining to your account(s), is a binding contract between the Credit Union and you, whether in your individual or representative capacity, or both, that establishes the rules that control your account(s) with us and which sets forth your rights,

obligations, and responsibilities and the rights and obligations of the Credit Union. When you accept, retain, activate, or use an ATM Card, MasterCard® Debit Card, or conduct other electronic funds transactions hereunder, you agree to follow these rules.

The purpose of this Disclosure and Agreement is to:

1. Explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which you are subject or in which you might be interested.

You understand and agree that if any provision of this Disclosure and Agreement is found to be unenforceable, all remaining provisions will remain in full force and effect. We may permit some variations from this Disclosure and Agreement, but we will only agree to do so in writing and such permitted variation will be in effect only as to the particular transaction(s) described in such writing.

This Disclosure and Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., 1693, et. seq.) and Regulation E (12 CFR 1005, et. seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, GLENDALE FEDERAL CREDIT UNION provides in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; preauthorized deposit of payroll deduction; preauthorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized payments to a third party (for example, insurance premiums and mortgage payments); preauthorized transfer from another financial institution; "Audio Response" telephone banking; Personal On-Line Teller (Home Banking); Bill Pay Service; MasterCard (Debit Card); and automated teller machine (ATM) electronic funds transfer (EFT) services; transactions at a point of sale (POS) terminal whether or not an access device is used; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check. Unless contained in a separate agreement, disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services. You understand that the agreements, rules and regulations applicable to your Regular Share Account, Share Draft Account, and any other applicable account, remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

Your acceptance, retention, activation, or use of the ATM Card, MasterCard Debit Card, Personal Identification Number (PIN) or other electronic funds transaction hereunder constitutes an agreement between us and you as described below.

#### **CARDHOLDER AGREEMENT**

If you requested that we issue you an ATM Card or MasterCard Debit Card ("Card") to be used to transact business at any of our proprietary ATMs or any ATM displaying the Star®, Plus®, or Cirrus® Logos and belonging to the CO-OP® Shared Network System of ATMs, then the information below applies to you.

1. The Card is the property of the Credit Union and you agree to surrender the Card to the Credit Union promptly upon demand. We may cancel, modify or restrict the use of the Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of the Disclosure and Agreement (whether or not we suffered a loss) or where necessary to maintain or restore the security of your account(s) or the ATM

system. We also reserve the right to recall the Card(s) for inactivity (i.e., no Card use for 24 months) or for any other reason through retrieval by any of the ATMs.

2. The Credit Union issues the Card for your use only. You assume responsibility for all transactions made through the Card to include access to any lines of credit or Share Accounts or Share Draft Accounts under this account number.
3. You will be assigned a Personal Identification Number (PIN). At no time will you reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to the Credit Union. You may report your ATM Card or MasterCard Debit Card by calling (818) 548-3976 during business hours. After hours MasterCard Debit Card only in U.S. (800) 754-4128.
5. The use of the Card is subject to regulations on available Share Accounts, Share Draft Accounts, and any lines of credit. You agree not to withdraw funds in excess of the balance in your Share or Share Draft Account, or available Line of Credit.
6. You agree to pay all fees or costs and authorize Glendale Federal Credit Union to withdraw any fees or costs or overdrafts created from any of your available accounts.
7. All deposits are credited subject to verification as required by applicable Federal regulations and your account agreement.
8. You agree that when you deposit a check, draft or other non-cash item, the Credit Union has the right to collect those funds before making the money available to you, as outlined in the Funds Availability policy.
9. Nothing in this agreement shall be deemed to annul, limit or in any way modify any other obligation or relationship you may have with the Credit Union now or hereafter.
10. Card Renewal: For your protection, all Cards are issued with an expiration date. We may not issue a renewal Card if your account is not in good standing or has had no activity within six (6) months of the expiration date. Renewal Cards (except ATM Cards) must be activated before use. Once you receive and activate your renewal Card, you must contact any party with whom you have established a recurring charge against your card number and give them the new expiration date. Your failure to provide this date could result in the termination of the recurring charge.
11. Use of the MasterCard Debit Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor the MasterCard Debit Card is an order by you for the withdrawal of the amount of the transaction from your Account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the MasterCard Debit Card will be charged to your Account on the date the transaction is posted to your Account. When you use your MasterCard Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal, or to obtain cash, you use it as a debit card and it works like a check you write on your account. Your MasterCard Debit Card is not a credit card which means you may not defer payment of MasterCard Debit Card transactions. When you use your MasterCard Debit Card, you must follow the merchant's or financial institution's rules and you may be asked to sign a sales slip. Some merchants may impose a fee for MasterCard Debit Card use and we will not be liable for that fee or if the merchant or financial institution refuses to accept your MasterCard Debit Card or MasterCard Debit Card number. We may debit or place a hold on funds in your account(s) for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. If a merchant or financial

institution requests an authorization for a transaction you want to conduct, we may place a hold on your Checking Account for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the transaction posts to your Checking Account or until the hold expires (generally up to three (3) business days from the date of the transaction). You may not stop payment on a MasterCard Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services in which you paid with your MasterCard Debit Card, you indemnify us of all damages and liability which results from the misrepresentation. If you breach or do not fulfill the terms of your agreement, you also indemnify us for all resulting damage and liability.

12. Confidentiality of PIN: You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify the Credit Union immediately if the MasterCard Debit Card or ATM Card, or PIN is lost or stolen. As a precaution you should:

- a. Never write your PIN on your MasterCard Debit Card, or ATM Card or any material carried near or with your card.
- b. Never let anyone else use your Card.
- c. Never let anyone watch you use your Card or PIN at an ATM.

If you forget your PIN you may contact us and a duplicate will be issued at a charge set forth in our Fee Schedule.

You understand that the use of the PIN to access Credit Union accounts will acknowledge acceptance of the following terms and conditions:

- a. The Credit Union registers the PIN for your use only. You assume responsibility for all transactions made through the systems.
- b. The PIN is the property of the Credit Union and is subject to cancellation at any time. You may cancel your PIN privileges at any time by notifying Glendale Federal Credit Union in writing at 500 E. Wilson Ave., Glendale, CA 91206.
- c. You understand that the PIN which has been provided or which you have selected is personal and confidential. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. At no time will you reveal or make available, directly or indirectly, the PIN to any other person.
- d. Any loss or theft of your PIN must be promptly reported by calling the Credit Union at (818) 548-3976. Once issued, the Credit Union does not maintain a record of the PIN selected; if the PIN is lost or stolen you must apply for a new PIN.
- e. The use of your PIN is subject to all agreements and regulations on Share Draft and Share Accounts. You agree not to withdraw funds in excess of the balance in your accounts, including any agreed upon line of credit.
- f. If a PIN is requested for a joint account, you agree to be jointly and severally liable under the terms of this Agreement.

13. Record of Transaction: You can get a receipt at the time you make an electronic funds transfer to or from your account using an ATM, POS or Credit Card terminal. You will also receive a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

14. Services Available: You can perform the following transactions depending on the accounts and services associated with your Card. When using your ATM card or MasterCard Debit Card at any automated teller machine displaying the STAR, PLUS System, Cirrus, or CO-OP logos(s), you may:
- a. Withdraw available cash from your Checking and Share Savings Accounts:
  - b. Make deposits to your checking and Share Savings Accounts; (Deposits are subject to our Funds Availability Policy and can only be made at CO-OP Deposit Network ATM's). Deposits made on days we are closed will be posted the next business day.
  - c. Transfer funds between your checking and Share Savings Accounts or other Accounts as allowed;
  - d. Pay for purchases and receive cash back, at places that have agreed to accept the card. Your MasterCard Debit Card can be used anywhere MasterCard is accepted;
  - e. Make inquiries on your account information.

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

The Card remains the property of GLENDALE FEDERAL CREDIT UNION and you agree to surrender the Card to us upon demand.

#### **BALANCE INQUIRIES**

Balance information available through the ATM may not be accurate because the balance information may not reflect transactions that occurred within the past 72 hours. For accurate balance information, contact the Credit Union at (818) 548-3976.

#### **ATM FEES**

We may charge a fee for any transactions at ATMs not owned by us or by the CO-OP® Network. In addition, 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).

#### **FOREIGN TRANSACTIONS**

Purchases, 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 MasterCard International operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard International itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a foreign transaction fee of 1% of the transaction. The conversion rate may be different than 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 differences.

#### **LIMITATIONS**

You may use your ATM card to withdraw cash up to \$500.00 each day. You may use your MasterCard Debit Card to withdraw cash up to \$500.00 each day and to make purchases not exceeding the available balance in your Checking Account up to the maximum limit of \$1000.00 and any attached overdraft accounts. Higher withdrawal limits may be requested and are subject to approval. For the purposes of this Disclosure, one banking day shall constitute one day.

Various financial institutions, which participate in the various networks to which the Credit Union is a member, may have authorized withdrawal limits different than \$300.00 and \$500.00 at their respective ATM's. In the event that a specific ATM is limited to withdrawals of less than \$300.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be more than \$300.00, you will still be limited to the \$300.00 or \$500.00 maximum withdrawal limit of available funds per account per day as established by the Credit Union. Available funds in your account(s) as may be indicated at the terminal will not reflect (if applicable) any available authorized overdraft protection options on the account(s). You may not be able to obtain all EFT services at all participating ATM's.

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, \$20.00.

For security reasons, in the event your ATM Card, MasterCard Debit Card, or the PIN is lost or stolen, there may be restrictions on transactions you can make on the ATM System.

You may not make deposits to your Account(s) at ATM terminals not authorized by the Credit Union. The Credit Union will not be responsible for any direct or incurred losses or the failure to credit any attempted deposits into any account. You may use your MasterCard Debit Card to make purchases not exceeding the available balance in your Checking Account and any attached overdraft accounts. For security reasons, there may be limits on the number of transactions authorized by your MasterCard Debit Card.

The Credit Union reserves the right to place a "hold" on funds deposited to your account(s) for a reasonable period of time. You may not withdraw funds in excess of the available funds from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your account at the time of posting subject to the hold.

You may not deposit a check on which you are not a payee (third party checks).

There is no availability of POS or MasterCard Debit Card Services on Savings Accounts. There are no limits on the number of daily POS transactions you may make.

**DEPOSITS:** You understand and agree that we accept funds deposited at an ATM subject to verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by check may be unavailable for withdrawal until collected by the Credit Union. The delay will depend upon Credit Union policies as permitted by law, and you should refer to the Credit Union's Disclosure of Funds Availability Policy for details.

**TRANSACTION AUTHORIZATION:** By using your ATM Card or MasterCard Debit Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers into or from your accounts with the Credit Union, in accordance with the instructions given to the automated teller machine. Furthermore, you authorize the Credit Union to make advances on your Line of Credit loan.

If you authorize us to issue an ATM Card or MasterCard Debit Card (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that individual to withdraw funds from any account (including your Line of Credit account) which can be accessed by the ATM Card or MasterCard Debit Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM Card or MasterCard Debit Card.

**OVERDRAFT TO A LINE OF CREDIT:** If you have a Line of Credit in conjunction with your Share Draft Account, then you may use that Line of Credit to fund any overdraft on your Share Draft Account caused by ATM access. Other than by the specific overdraft provision agreed to by you separately, you may not use your ATM or MasterCard Debit Card(s) to overdraw your Share Draft Account, your Share Account(s), or your Line of Credit, unless applicable. However, if you do overdraw, you authorize us to cover the overdraft as follows:



1. **Overdrawn Share Draft Account:** Withdraw funds from your Share Account or make a cash advance from your Line of Credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. **Overdrawn Share Account:** Withdraw funds from your Share Draft Account or make a cash advance from your Line of Credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. **Overdrawn Line of Credit:** Withdraw funds from your Share Account, Share Draft Account or from your other accounts, including accounts on which you are a joint owner.

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

**DOCUMENTATION OF TRANSFERS:** You will receive a receipt at the time you make any transaction at an ATM, Point of Sale or have MasterCard Debit Card activity. You should retain this receipt to compare with your statement. You will receive periodic statements at least quarterly, and you will receive a monthly statement for any account which had ATM, Point of Sale or MasterCard Debit Card activity during the month.

**ILLEGAL TRANSACTIONS:** You are prohibited from using your ATM Card, MasterCard Debit Card, your Card numbers or PINs for illegal transactions including, but not limited to, illegal internet gambling. You agree to indemnify the Credit Union for illegal transactions you conduct using your ATM Card or MasterCard Debit Card, the Card numbers or PIN. Any financial service provided by the Credit Union may be used, for any transaction or purpose permitted by law. You agree that any illegal use of your Card or any other financial service will be deemed a default and/or breach of your contract with the Glendale Federal Credit Union under this agreement, and the service or related services may be terminated at the Credit Union's discretion. You also agree that, should you use your Card or other services for an illegal activity, you waive your right to sue the Credit Union for the illegal activity, or any activity related to it. You further agree to hold the Credit Union harmless from any suits or other legal action liability resulting from such illegal use.

#### **SAFETY TIPS**

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.
2. Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your Card to anyone.
5. Remember, do not leave your Card at the ATM.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well

lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.

9. Don't accept assistance from anyone you don't know when using an ATM.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
11. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
12. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
13. We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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

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

**Account Access.** You may use your Card to withdraw cash from your designated checking account by way of a cash advance and/or to pay for purchases from merchants, financial institutions, or others who honor the Card(s).

When you use your MasterCard Debit Card to pay for goods or services at a merchant or point-of-sale terminal, or to obtain cash, you use it as a debit card and it works like a check written on your account. Your MasterCard Debit Card is not a credit card, which means that you cannot defer payment of your MasterCard Debit Card transactions.

You must follow the merchant's, financial institution's, or other person or entity who honors the card's rules and instructions and you may be asked to enter your PIN or sign a sales slip. Some merchants may impose a fee for MasterCard Debit Card use and we will not be liable for that fee or if the merchant, financial institution, or other person or entity refuses to accept your MasterCard Debit Card or MasterCard Debit Card number.

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 your designated 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 your designated checking account.

You may not stop payment on a MasterCard Debit Card transaction. Furthermore, in the event of a dispute, you may have to settle directly with the merchant, financial institution, or other person or entity that honored the Card. If the merchant misrepresents the quality, price, or warranty of the goods or services which you paid for with your MasterCard Debit Card, you agree to indemnify us from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, from such misrepresentation. If you breach or do not fulfill the



terms of this Disclosure and Agreement with us, you also agree to indemnify us from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, therefrom.

**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 designated checking account plus available funds in your designated overdraft sources. Purchase transactions with a MasterCard Debit Card are limited to \$1000.00 each 24-hours. For security reasons, there may be limits on the number of these transactions that may be authorized.

**Returns and Adjustments.** Merchants and others who honor MasterCard Debit Cards may give credit for returns or adjustments, and they will do so by sending us a credit slip that we will post to your designated checking account.

**Notice Regarding Non-MasterCard Pin-less Debit Card Transactions.** We allow non-MasterCard debit transaction processing. This means you may use your MasterCard Debit Card on a PIN-Debit Network\* (a non-MasterCard network) without using a PIN to authenticate your transactions.

The non-MasterCard debit networks for which such transactions are allowed are CO-OP, Star, Plus, and CIRRUS systems. Examples of the types of actions you may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with us instead of through the use of a PIN. Please be advised that the terms and conditions of your agreement with us relating to MasterCard debit transactions do not apply to non-MasterCard debit transactions. For example, the additional limits on liability (sometimes referred to as MasterCard's zero-liability program) and the streamlined error resolution procedures offered on MasterCard Check Card transactions are not applicable to transactions processed on a PIN-Debit Network. If you have any questions about non-MasterCard debit transactions, call us at (818) 548-3976.

\*MasterCard rules generally define PIN-Debit Network as a non-MasterCard debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### **DISCLOSURES APPLICABLE TO AUDIO RESPONSE PHONE TELLER**

By requesting the Phone Teller, you have requested the GLENDALE FEDERAL CREDIT UNION provide you with a confidential Personal Identification Number (PIN) for access to our Phone Teller Audio Response telephone banking service. (This PIN will be different from your GLENDALE FEDERAL CREDIT UNION MasterCard Debit Card PIN).

**GOVERNING DOCUMENTS:** Your use of Phone Teller is governed by this Disclosure and Agreement (and any application you signed for this program) and any other Agreements you have with us concerning the transaction you are conducting through this service such as a credit card, loan or line of credit agreement. These other agreements are not changed by you using Phone Teller.

**MEMBER ACCESS AND RESPONSIBILITY:** When you instruct us through Phone Teller to transfer funds between your Accounts you authorize us to transfer or withdraw the necessary funds from the Account you designate. You agree not to instruct us to transfer funds from an Account which has insufficient funds to complete the transaction and we may not complete the transaction unless there are available funds in the designated Account.

**PHONE TELLER SERVICE:** Service is available for your convenience 24 hours a day, seven days a week, with minor interruptions for system maintenance.

If the wrong PIN is entered three (3) times consecutively, Phone Teller will restrict access. Please contact the Credit Union to restore access.

Types of transactions available. You may use Phone Teller to:

1. Obtain share/loan balance information;
2. Obtain loan payment due date and payoff information;
3. Obtain last transfer history
4. Request check withdrawals from your Share Draft and Share Account(s);
5. Transfer Savings or funds between Account(s);
6. Place a 'Stop Payment' order on a specific check or range of checks as indicated on the Fee Schedule;
7. Make loan payments.
8. Activate or block a MasterCard debit Card/ATM Card.

**OTHER TRANSACTION LIMITATIONS:** There are no dollar limitations on transfers.

The total dollar amount of each transaction via Phone Teller is subject to sufficient verified funds available to satisfy your transaction instructions.

In the event your Phone Teller PIN is lost or stolen, there may be restrictions on transactions you can make on the Phone Teller System.

**VERIFICATION AND POSTING OF TRANSACTIONS:** Transactions made through Phone Teller are binding only after verification by the Credit Union.

**NOTE:** Credit Union checks are prepared for withdrawals requested on Phone Teller only and will be mailed to your address of record. Checks will be mailed on the next business day.

**PHONE TELLER PIN:** You understand that you cannot use Phone Teller without a PIN, which we refer to as your Phone Teller PIN (or password). You are responsible for the safekeeping of your Phone Teller PIN provided by the Credit Union, or as changed by you, and for all transactions accomplished by using Phone Teller.

You must notify us immediately and send written confirmation if your Phone Teller 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 your Phone Teller PIN.

If you disclose your Phone Teller PIN to anyone, however, you understand that you have given them access to your Accounts via Phone Teller and that you are responsible for any such transactions. You are responsible for all transfers and withdrawals you authorize using Phone Teller. If you permit non-authorized persons to use Phone Teller or your PIN, you are responsible for any transactions they conduct.

You further understand that your Phone Teller PIN is not transferable and you will not disclose your Phone Teller PIN or permit any unauthorized use thereof.

We are authorized to act on any instructions received under your Phone Teller PIN.

**PERIODIC STATEMENT:** You will receive a periodic statement at least quarterly, and will receive a monthly statement for any Account which has Phone Teller activity during the month.

**HOME BANKING, BILL PAY SERVICE, AND MOBILE BANKING:** Home Banking, Bill pay Service, and Mobile Banking are additional services offered to Glendale Federal Credit Union members. The disclosure outlining the terms and conditions of these services will be provided for you to review, accept and print for your records at the time you agree to use the service.

**ELECTRONIC STATEMENTS “E-STATEMENTS:”** Electronic Statements “E-Statements” is an additional service offered to Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept and print for your records at the time you agree to use the service(s).

**ONLINE E-MAIL COMMUNICATIONS:** You can communicate with us via electronic mail (e-mail) by logging on to our web site and following the instructions for contacting us. However, you may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since these types of requests require expeditious handling, you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any e-mail we actually receive from you. Any information you receive from us in response to your e-mail questions is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to e-mails from the e-mail address we have on file for you. If you change your e-mail address, you must notify us in writing before your address changes.

**ILLEGAL, FRAUDULENT, OR IMPROPER ACTIVITIES:** You agree not to use Online Banking, Bill Pay or the Credit Unions web site for any illegal, fraudulent or improper activities including, but not limited to illegal gambling or linking the Credit Union’s Web site to any other Web site. If we or any other service provider suspects that you may be engaged or may have been engaged in any illegal, fraudulent or improper activity, your access to Online Banking/Bill Pay and the Credit Union’s Web site may be suspended with us to investigate any suspected illegal, fraudulent or improper activity. You will indemnify us for our losses resulting from your illegal, fraudulent or improper activity.

#### **DISCLOSURES 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, payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following information applies to you.

**ACCOUNT ACCESS:** Preauthorized deposits, with the exception of payroll deductions, may be made to your Share or Checking Account(s) only.

**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 (818) 548-3976 and we will advise you whether or not the preauthorized deposit has been made.

**DOCUMENTATION OF PREAUTHORIZED DEPOSITS:** You will receive a monthly statement for each month in which a deposit is made, but at least quarterly if no 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.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**REVERSAL OF DIRECT DEPOSIT:** The reversal of a pre-authorization deposit made in error cannot be considered an unauthorized electronic funds transfer when it involves a credit made to the wrong account, a duplicate credit made to an account, or a credit for the wrong amount, where the amount credited differs from the amount of the transmittal.

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

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

**ACCOUNT ACCESS:** Preauthorized payments may be made from your Share or Share Draft Account(s) only.

Right to receive documentation of preauthorized payment.

1. **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.
2. **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 each 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.
3. **PERIODIC STATEMENTS:** You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

**RIGHT TO STOP PREAUTHORIZED PAYMENT:** If possible, contact the third party first, and follow the instructions to cancel the pre-authorization. If you want to stop any preauthorized payment or revoke a preauthorized payment authorization, you must:

Call us at (818) 548-3976, or write us at GLENDALE FEDERAL CREDIT UNION, P.O. Box 10820, Glendale, CA 91209 in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the oral stop pay order will cease to be binding. An oral request ceases to be binding after fourteen (14) days if you have not provided us with the required written confirmation of your request. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within 14 days of your oral notice to us otherwise the oral notice will cease to be binding.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for losses or damages, to the extent provided by law. There is a Stop Payment Fee as disclosed on the Fee Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**YOUR 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.

#### **GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

**Business Day Disclosure:** Our business days are Monday through Friday, except federal holidays. ATMs, POS terminals, the Phone Teller 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;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a government agency or Court order, or any legal process;
- (4) If you give us written permission; or
- (5) As otherwise permissible under applicable law.

**In case of errors or questions about your electronic funds transactions.** Telephone us at (818) 548- 3976, or write us at GLENDALE FEDERAL CREDIT UNION, P.O. Box 10820, Glendale, CA 91209 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 transaction receipt. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 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 instead take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days for the amount you think is in error so that you will have 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 recredit your account.

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 recredit 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.

**POINT-OF-SALE TRANSFER EXCEPTION:** We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than a cash disbursement at an ATM. Except that if we determine that the circumstances or your account history warrant a delay, you will receive credit within ten (10) business days.

**OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:** If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transactions.
2. The transaction requested would exceed an unused credit limit.
3. The automated teller machine where you are making the transaction does not have enough cash.
4. The automated teller machine, terminal or electronic system being used, was not working properly and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken
6. Your ATM Card, MasterCard Debit Card, PIN or Phone Teller PIN you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by us at your request, or your ATM PIN, MasterCard Debit Card PIN, Phone Teller PIN has been repeatedly entered incorrectly.
7. Failure to complete the transaction if done to protect the security of your account and/or the electronic terminal system.
8. We received incorrect or incomplete information from you or from third parties (e.g. U.S. Treasury, and automated clearing house or a terminal owner).
9. You are in default on an account you are attempting a transfer.
10. You fail to properly follow Phone Teller or applicable software instructions on how to make a transfer or payment.
11. There is a malfunction in your personal computer browser and/or software.
12. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider Failure.
13. You fail to authorize a payment soon enough for the payment to be made, transmitted, received or credited by the payee:
14. If there are delays in mail delivery, change of merchant address or account number:
15. If you fail to allow sufficient time for the payee to receive and process the payment before the payment due date (the date shown on your invoice);
16. The electronic transfer you requested is illegal;
17. There may be other exceptions.

**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. 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, Phone Teller System, Online Banking, or Bill Pay Service, which will show the calendar date that you initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly.
3. **Online Banking or Bill Pay Transaction.** You may print a record of any individual transaction conducted through the Service 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 your Schedule of Fees and Charges.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:** Tell us AT ONCE if you believe your MasterCard Debit Card or ATM Card, PIN or Phone Teller PIN has been lost, stolen or discovered by an unauthorized person or if you believe that an electronic fund transfer has been made without your permission using information from one of your checks. 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(s), (plus your maximum line of credit). However, if you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your ATM Card or MasterCard Debit Card, and/or PINs without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or MasterCard Debit Card PIN or Phone Teller PIN, and we can prove we could have stopped someone from using your ATM Card, ATM PIN, or Phone Teller PIN without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission.

We may require you to provide a written statement regarding claims of unauthorized transactions.

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

If you authorize someone else to use your ATM Card, MasterCard Debit Card or PINs, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorize.

**EXCEPTION FOR CERTAIN MASTERCARD DEBIT CARD TRANSACTION:** You will generally not be liable for the unauthorized use of your MasterCard Debit Card when such use is deemed a "MasterCard Transaction" by MasterCard International (such as use of the Card to purchase goods or services from merchants.) When such use is not deemed a "MasterCard Transaction" by MasterCard International (such as use of the Card to obtain a cash advance at an ATM or on Non-MasterCard PIN-Debit Network transaction) or where you have not exercised reasonable care in safeguarding your Card, or when you have reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months, or where your Account is not in good standing, you may be liable for such unauthorized use. In any case, you will not be liable for unauthorized use that occurs after you notify us orally or in writing, of the loss, theft, or possible unauthorized use, and your liability will not exceed \$50.

"Unauthorized" means the use of your MasterCard Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

**Telephone number and address to be notified in the event of unauthorized transactions.** If you believe your ATM Card, MasterCard Debit Card, PINs, or check(s) has been lost or stolen or that someone has transferred or may transfer money from your account without permission, you must contact us at (818) 548-3976 during business hours. After hours MasterCard Debit Card only in U.S. (800) 754-4128. You may also write us at GLENDALE FEDERAL CREDIT UNION, P.O. Box 10820, Glendale, CA 91209, ATTN: Member Services Department.

**Overdrafts.** You understand that we may authorize transactions covered by this Disclosure and Agreement that would cause your account(s) to have a negative (or further negative) balance (determined by reference to your available balance, which is defined as the funds immediately available to you and not subject to any hold or waiting period under our Delayed Funds Availability Policy or otherwise) using any combination of the following overdraft protection programs:

1. **Transfer from Other Accounts.** You understand and agree that we have the right, but we are not required, to transfer available funds from any of your accounts with us (excluding IRA accounts), including account(s) upon which you are a joint owner, to cover an overdraft and to pay applicable fees. You agree that overdrafts paid by a transfer from any of your accounts with us in excess of funds available in such accounts are payable on demand, and, if not promptly paid, may result in the closure of your account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee.
2. **Written Request.** You understand and agree that you may authorize overdraft transactions to be automatically cleared by executing a written request specifying the source of funds to be used to cover overdrafts. If, pursuant to such written request, overdrafts are to be covered by a transfer of funds from another checking account, your savings account(s), or from a line of credit account, such transfer(s) will generally be made only if there are sufficient clear funds on deposit or sufficient available credit at the time of transfer. You agree that overdrafts paid pursuant to such written request in excess of funds in any designated overdraft source are payable on demand, and, if not promptly paid, may result in the closure of your account(s). Items that are returned unpaid because of insufficient clear funds will be subject to a Non-Sufficient Funds (NSF) Fee.
3. **Courtesy Pay Program.** You understand and agree that we may, but we are not required to, pay items without sufficient available funds in your account(s) in accordance with the terms and conditions of our Courtesy Pay Program. Such overdrafts will be subject to our Courtesy Pay Fee. See your Courtesy Pay Agreement for more information.
4. **Exception for ATM and One-Time Debit Card Transactions.** You understand and agree that we will not pay overdrafts occurring as a result of ATM or one-time MasterCard Debit Card transactions unless you expressly consent (opt-in) to pay a fee in connection with such transactions in accordance with applicable law.

**FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES:** All charges associated with our electronic funds transactions are subject to the GLENDALE FEDERAL CREDIT UNION Account Fees Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in our Schedule of Fees and Charges for each stop payment order you give. There may also be a charge assessed if you overdraw your Account by the use of a MasterCard 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 savings account, money market account, or checking account.

**Notice regarding ATM fees by others.** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.



**CHANGE IN TERMS:** The Credit Union may change any term and condition of this Disclosure and Agreement at any time, and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time, but the Credit Union will give you at least twenty-one (21) days written notice of any change which would result in a greater cost or liability, or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation and you will be deemed to have accepted such changes unless you cease utilizing our Electronic Services subsequent to receiving such notice and before the effective date of such changes.

**ACCOUNT ACCESS:** Your Account, the Card(s), or any other access device or method (including automated clearing house (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 are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling or that we reasonably suspect may involve gambling activity. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

**COLLECTIONS:** You agree that we shall be entitled to recover any money owed by you to us as a result of your use of, or the use of anyone you have provided access to, any of our electronic services, and you agree to repay any amounts that create an overdrawn balance immediately upon our demand. You may be charged an overdraft fee, as disclosed in our Schedule of Fees and Charges, if permissible under applicable law. You grant us a security interest in your present and future shares on deposit and we have the right to apply such shares against any amounts owed to us by you (e.g., overdrafts and any related fees and charges). If any legal action is required to collect amounts you owe, you agree to pay all costs of collection, including reasonable attorneys' fees, court costs, and other charges incurred by enforcing our rights under this Disclosure and Agreement.

**INDEMNIFICATION:** To the extent permitted by law, you agree to indemnify, defend, and hold us and our directors, officers, employees, and agents harmless from and against any damage, expense, loss, or liability of any kind that we may incur, including, but not limited to, attorneys' fees and court costs that result, directly or indirectly, in whole or in part, from your use of any electronic service governed by this Disclosure and Agreement.

**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.

**NOTICE OF BINDING ARBITRATION AGREEMENT:** You and the Credit Union agree to attempt to informally settle any disputes concerning your Accounts or the Services described under this Agreement and Disclosure. If that cannot be done, you and the Credit Union agree that any dispute concerning your Accounts or the Services described hereunder and arising out of or relating to this Agreement and Disclosure will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You, thus, GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement and Disclosure or at law or in equity (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). FURTHER, YOU GIVE UP YOUR RIGHT TO ASSERT CLAIMS AGAINST THE CREDIT UNION ON A CLASS ACTION OR COLLECTIVE ARBITRATION BASIS. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number

at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement

**DISCLOSURE OF DELAYED FUNDS AVAILABILITY:** We may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such funds. For further details see our Disclosure of Funds Availability Policy or consult a Credit Union officer.

**TERMINATION OF ELECTRONIC SERVICES:** You may, by written request and by actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Electronic Services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transactions at any time upon written notice. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any account agreement have been breached by you or any of your accounts are not in good standing. Upon termination by you or us you will cut and return to us all cards issued in connection with this Agreement. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

**VERIFICATION:** All transactions affected by use of the ATMs, ATM Card, MasterCard Debit Card, and PIN, Phone Teller and PIN which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the ATM Card and PIN, MasterCard Debit Card and PIN, or Phone Teller PIN.

Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with our "Delayed Funds Availability Policy." 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.

**INTERNATIONAL ACH TRANSACTIONS:** You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by our screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

**OFAC Rules:** Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

**NACHA RULES:** An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH, Network in which all ACH participants must comply.

**IAT:** International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction the United States.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ACH AND WIRE TRANSFERS**

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, both of which 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 Transfers 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 Article 4A of the Uniform Commercial Code (Division 11 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 12:30 p.m. (Pacific Time) 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. ACH funds received by the Credit Union on your behalf as a same-day ACH credit payment in accordance with NACHA Operating Rules will be available at the end of the Credit Union's processing day until March 16, 2018, at which time such funds will be available by 5:00 p.m. on the day that they are received. Effective September 15, 2017, if the Credit Union initiates (sends) a same-day ACH debit payment to a third party on your behalf, such payment must be initiated before the cut-off time for same-day ACH debit payments, which is 11:45 a.m. (Pacific Time) on each weekday that the Credit Union is open that is not a federal holiday, with settlement occurring at 2:00 p.m. (Pacific Time) on the same day. 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. You understand that you will be charged and agree to pay the processing fee for same-day ACH debit payments set forth on our Schedule of Fees. International payments and amounts of payments in excess of \$25,000 are ineligible for same-day ACH processing and will be processed on the next business day.
4. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you 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.
5. 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. You 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.
6. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that each of your and our rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and this Agreement.

7. 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 than 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.
8. 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 that executes or attempts to execute the payment order in reliance on the identifying number you provided.
9. 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 that, if the Credit Union does not receive such final settlement, 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 my account and you will be liable to repay the Credit Union.
10. 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 that we provide.
11. 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.
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 your 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, or reject such 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 Rate and Fee Schedule, 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 Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's 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; (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; or (7) the Credit Union's good faith determination not to comply with any funds transfer request.
- 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 change, add to, delete from, modify, or establish new provisions for 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 changes, additions, deletions, modifications, and new provisions, if any.
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 DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If funds from your account have been transferred via ACH where you have provided a paper check or check information to a merchant or other payee 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.

We may make transfers 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 or 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 or available funds in your designated overdraft sources.

**OVERDRAFT TO LINE OF CREDIT:** You understand that if you have an overdraft line of credit account in conjunction with your Checking Account, then you may use that line of credit to fund any overdraft on your Checking Account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your Checking Account, your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Checking Account by making a cash advance from your line of credit account, if any.

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

**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 amount of 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 Disclosure and 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.

**NOTICES:** Any notice sent to you by the Credit Union will be effective when mailed to your last known address as shown on the Credit Union records.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure and Agreement.

**OTHER AGREEMENTS:** Other agreements between you and the Credit Union controlling Share Accounts and Share Draft Accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

**NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR ATM OR MASTERCARD DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF, AND RETURN IT TO GLENDALE FEDERAL CREDIT UNION, P.O. BOX 10820, GLENDALE, CA 91209.**