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JULY 1, 2025



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YOUR TRUTH IN SAVINGS DISCLOSURE

PLEASE KEEP THIS FOR YOUR RECORDS

Effective Date: July 1, 2025

This Truth in Savings Disclosure and Account Agreement supersedes all versions of this document issued prior to the effective date.

Also, please note that this Truth in Savings Disclosure and Account Agreement contains an ARBITRATION AGREEMENT AND WAIVER OF CLASS AND COLLECTIVE ACTIONS on pages 29-31, which affects your rights with respect to any claims or disputes by or against the Credit Union. You may opt out of that provision as described in that Section.

To open your account, complete the appropriate account card and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share accounts, share draft accounts and term certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

PAR VALUE

The par value of a share in the PostCity Financial Credit Union is \$5.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business. If you close your account before dividends are credited you will not receive accrued dividends.

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our share, IRA and share certificates are stated on the Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

BALANCE INFORMATION

We compute the balance in our share, IRA and share certificate accounts to determine the dividends you will be paid by using the average daily balance method which applies a 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.

BYLAW REQUIREMENTS

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 (5) five shares, (1) one share for minors, within 3 months of his/her admission to membership, or within 3 months from the increase in the par value in shares, or a member who reduces his/her share balance below the par value of five shares, one share for minors, and does not increase the balance to at least the par value required within 3 months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. 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 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 a loan officer.

DENIAL OF SERVICES

The Credit Union reserves the right to limit, restrict or deny any credit union product(s) or service(s) in its sole discretion to any member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; (iii) mistreats any Credit Union staff or volunteers; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. Notwithstanding, all members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT

You must open a Regular Share Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.

ABOUT OUR SHARE ACCOUNTS

PostCity Financial Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Primary Share Account, Secondary Share Account, Club Account, Money Market Savings Account, Traditional IRA Share Account, Roth IRA Share Account and the Educational IRA Share Account.

RATE INFORMATION

Our share accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the share accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. 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 Rate Schedule.

TRANSACTION LIMITATIONS

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

↳ *About Our Primary Share Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Primary Share Account is \$25. Youth Share accounts require a minimum deposit of \$5. The Primary Share Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

TRANSACTION LIMITATIONS

The maximum number of phone transactions you may make is 4 within a calendar month. If you exceed the transaction limitations in any month, your account will be subject to the fee stated on the Fee Schedule.

↳ *About Our Secondary Share Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Secondary Share Account is \$25. Youth Share accounts require a minimum deposit of \$5. The Secondary Share Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

TRANSACTION LIMITATIONS

The maximum number of phone transactions you may make is 4 within a calendar month. If you exceed the transaction limitations in any month, your account will be subject to the fee stated on the Fee Schedule.

↳ *About Our Club Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open your Club Account. The Club Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

TRANSACTION LIMITATIONS

Your Club Account may be opened at any time. Funds will be disbursed to you on or about November 1. The account will be automatically reopened for your convenience.

↳ *About Our Money Market Savings Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum balance required for you to open your Money Market Savings Account is \$15,000. The Money Market Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

TRANSACTION LIMITATIONS

The minimum amount you may withdraw is \$500. The maximum number of withdrawals you may make is 6 within a calendar month.

↳ *About Our Traditional IRA Share Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Traditional IRA Share Account is \$100. The Traditional IRA Share Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts 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.

↳ *About Our Roth IRA Share Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Roth IRA Share Account is \$100. The Roth IRA Share Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts 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.

↳ *About Our Educational IRA Share Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Educational IRA Share Account is \$100. The Educational IRA Share Account is a tiered rate account. The minimum average daily balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the entire balance of the tiered accounts. If your average daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire average daily balance in your account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts 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.

ABOUT OUR SHARE DRAFT ACCOUNTS

PostCity Financial Credit Union's Share Draft Accounts let you withdraw your money and write checks against your account at any time. Our share draft accounts are the Regular Checking and Right Start Checking.

↳ *About Our Regular Checking Account*

Our Regular Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Regular Checking Account is \$25. A recurring monthly direct deposit of \$500 or more must be made in the account to avoid the service fee stated on the Fee Schedule.

↳ *About Our Right Start Checking Account*

The Right Start Checking Account is offered to eligible members ages 16 years or older who are opening a checking account for the first time. A parent or guardian must be a joint signer on the account for members under 18 years of age.

The Right Start Checking Account is also available to eligible members who have had a record reported to ChexSystems for non-sufficient funds activity only.

To open a Right Start Checking, members must complete and pass the "In Balance" Checking Account tutorial and exam. The Right Start Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Right Start Checking Account is \$25. A recurring monthly direct deposit of \$500 or more must be made in the account to avoid the service fee stated on the Fee Schedule.

ABOUT OUR SHARE CERTIFICATE, YOUTH CERTIFICATE AND TRADITIONAL IRA AND ROTH IRA CERTIFICATE ACCOUNTS

PostCity Financial Credit Union's Share Certificate, Youth Certificate and IRA Certificate Accounts let you deposit your money for a specified period of time. Our certificates are available in various terms as indicated in the accompanying Rate Schedule.

ANNUAL PERCENTAGE YIELD

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

MATURITY

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

RATE INFORMATION

Our Share Certificate, Youth Certificate, Traditional IRA Certificate and Roth IRA Certificate Accounts are designated as fixed rate accounts on the accompanying Rate Schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly and at maturity. For the Share Certificate, Youth Certificate, Traditional IRA and Roth IRA Certificate Accounts the dividend period is monthly.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as the original term unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be as follows:

- If the term of the account is less than 12 months, the member shall forfeit an amount equal to all dividends for 90 days on the amount withdrawn, which may include principal.
- If the term of the account is 12 months or more, the member shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn, which may include principal.

EXCEPTIONS TO PENALTIES

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws;
2. The share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age; or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

↪ *About Our Share Certificate Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Share Certificate is \$2,000. You must maintain a minimum average daily balance of \$2,000 to obtain the Annual Percentage Yield stated on the rate Schedule and to avoid closure.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See *Early Withdrawal Penalty*.

↪ *About Our Youth Certificate Account*

Our Youth Certificate Account is offered to eligible members who are under the age of 24.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Youth Certificate is \$100. You must maintain a minimum average daily balance of \$100 to obtain the Annual Percentage Yield stated on the rate Schedule and to avoid closure.

ACCOUNT LIMITATIONS

You may make deposits into this account at any time during the term. You may not make withdrawals from this account until the maturity date. See *Early Withdrawal Penalty*.

➤ ***About Our Traditional IRA and Roth IRA Certificate Accounts***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Traditional IRA or Roth IRA Certificate Account is \$2,000. You must maintain a minimum average daily balance of \$2,000 to obtain the Annual Percentage Yield stated on the rate Schedule and to avoid closure.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See *Early Withdrawal Penalty*.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts 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.

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT

This Electronic Funds Transfer (EFT) Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the PostCity Financial Credit Union's electronic transfer services. Disclosure information that applies to all electronic services offered by PostCity Financial Credit Union is given below, followed by specific disclosure information for each service. PostCity Financial Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic funds transfer" under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by PostCity Financial Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to PostCity Financial Credit Union.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/POS/Visa Debit Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/POS/Visa Debit Card or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS Card or PIN 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/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING VISA® DEBIT CARD

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your Visa Debit Card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60 day period, we will extend the 60 day period by a reasonable period.

SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions or Visa Purchasing Card Transactions, Anonymous Visa Prepaid Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your ATM/POS/Visa Debit Card, PIN or Access Code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (877) 337-2728 or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

BUSINESS DAYS

Our business days are Monday through Friday, excluding holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your share or share draft/checking 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:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/POS/Visa Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/POS/Visa Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (877) 337-2728 or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

CHARGES

In order to obtain the electronic services listed, you must open and maintain a share or share draft account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM/POS/Visa Debit Cards or designated accounts.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/POS/Visa Debit Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/POS/Visa Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/POS/Visa Debit Card, PIN or account; or
- c) you or any authorized user of your ATM/POS/Visa Debit Card, PIN or account request that we do so.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

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

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Membership Application agrees to be bound by the terms and conditions of this Electronic Funds Transfer Agreement contained in the Truth In Savings Disclosure. If more than one person signs the Membership Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Electronic Funds Transfer Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

↪ *Additional Disclosures Applicable to ACH Services*

DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (877) 337-2728 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (877) 337-2728 or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

b) Notice of varying amounts.

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

TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- make deposits to your share/savings or share draft/checking account;
- make loan payments;
- pay bills directly from your share/savings or share draft/checking account in the amounts and on the days you request;
- authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

↪ ***Additional Disclosures Applicable to ATM and POS Services***

RULES FOR USE

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines (“ATM’s”) or other electronic terminals operated by a participating institution, network system, or company (collectively “terminals”), you authorize us to effect the transactions from or to your share or share draft/checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

ATM FEES

When you use an ATM not owned by PostCity Financial Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. A fee will not be imposed for use of an ATM or Visa Debit Card issued by PostCity Financial Credit Union for use of an electronic terminal operated by PostCity Financial Credit Union.

TRANSACTIONS AVAILABLE

You may use your ATM/POS Card to perform the following transactions:

- make deposits to your share/savings or share draft/checking account;
- withdraw cash from your share/savings, share draft/checking or Line of Credit loan account;
- transfer funds between your share/savings and share draft/checking and loan account;
- make point-of-sale payments for goods and services to others from your share draft/checking account; and
- make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS

You may make ATM cash withdrawals up to \$500 and POS transactions up to \$300 each 24-hour period, as long as your available balance will cover the transaction.

Upon application by the member, and in accordance with Credit Union policy, the Credit Union may permit a higher POS transaction limit.

Various institutions that participate in networks of which the Credit Union is a member may have lower ATM withdrawal limits than those set forth herein. In that event, you may not be able to withdraw more than the cash limit of that particular ATM.

ACCESS CARDS

All ATM/POS/Visa Debit Card are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/POS/Visa Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

ATM SAFETY

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM’s when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM/POS/Visa Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM/POS/Visa Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM/POS/Visa Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

➤ ***Additional Disclosures Applicable to Visa® Debit Card Services***

ISSUANCE OF CARD

“Card” means the PostCity Financial Credit Union Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Visa Debit Card.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Visa Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

MERCHANT DISPUTES

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

You may make ATM cash withdrawals up to \$500 and POS transactions up to \$300 each 24-hour period, as long as your available balance will cover the transaction.

Upon application by the member, and in accordance with Credit Union policy, the Credit Union may permit a higher ATM cash withdrawal or POS transaction limit.

Various institutions that participate in networks of which the Credit Union is a member may have lower ATM withdrawal limits than those set forth herein. In that event, you may not be able to withdraw more than the cash limit of that particular ATM. Purchases made above the floor limit of the merchant will require an authorization number from Visa.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your share/savings or share draft/checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your share/savings or share draft checking account you have with the Credit Union; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card without the PIN to:

- purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions);
- order goods or services by mail, on-line or telephone from places that accept Visa cards;
- order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- make automatic payments from your share draft/checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the 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 or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Visa Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All card transactions covered by this agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this agreement. Any future changes to your account agreements may affect the use of the card.

ILLEGAL USE OF VISA® DEBIT CARD

You agree that your Visa Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

OVERDRAFTS

The Credit Union will not pay your overdrafts for ATM withdrawals and debit card purchase transactions unless the Credit Union obtains your affirmative consent (opt-in). You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please contact us by calling us at (877) 337-2728, or write us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808. Complete and sign the Overdraft Consent Form, which is provided with this disclosure, or mail it to us at the address shown. The credit union will provide you with written confirmation of your opt-in choice.

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

FOREIGN TRANSACTIONS

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the Issuer.

Additional Disclosures Applicable to Online Banking Services

SYSTEM REQUIREMENTS

Online Banking services allows convenient access to your account information 24 hours a day. To use the Online Banking service, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR PIN OR ACCESS CODE

Tell us AT ONCE if you believe your Personal Identification Number (PIN) OR Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your PIN or Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or Access Code, and we can prove that we could have stopped someone from using your PIN or Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the PIN or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call us at (877) 337-2728 or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808, in time for us to receive your request three 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.

b) Notice of varying amounts.

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

TRANSACTIONS AVAILABLE

You may use the Online Banking service to perform the following transactions:

- obtain account/loan balance information;
- obtain loan payment due date;
- obtain last dividend, date and amount;
- obtain clearance of specific checks;
- transfer funds between your share/savings and share draft/checking account and Line of Credit;
- download transaction information to personal financial management software from share/savings and share draft/checking, Quicken & MS Money only;
- request a stop payment order;
- place an order for checks;
- request a check withdrawal from your share/savings or share draft/checking account;
- apply for accounts or loans online;
- view copies of paid share drafts/checks;
- make loan payments; and
- transfer funds to/from your Credit Union accounts at other financial institutions (a service fee as stated on the Fee Schedule will be assessed).

LIMITATIONS ON TRANSACTIONS

The maximum amount you may withdraw by check is \$2,500 during any 24-hour period.

↪ *Additional Disclosures Applicable to Bill Pay Services*

SYSTEM REQUIREMENTS

To use the Bill Pay service, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call us at (800) 877-8021 for the Bill Pay service or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808, in time for us to receive your request three 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.

b) Notice of varying amounts.

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

TRANSACTIONS AVAILABLE

You may use the Bill Pay service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Bill Pay service:

- The maximum you may withdraw by check is now \$2,500 during any 24-hour period;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

↪ *Additional Disclosures Applicable to Mobile Banking Services*

SYSTEM REQUIREMENTS

To use the Mobile Banking service, you must first register for the service by logging into the Online Banking service from a personal computer that has Internet access and a current browser. You must also have a mobile device with a service plan that includes text messaging and data and Internet access with Secure Sockery Layer (SSL) capability. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

Access Options

- To access the Mobile Banking service using the Mobile Web Banking option, visit PostCity Financial Credit Union's website on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the PostCity Financial Credit Union Mobile Application from your device's application store.

TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- Obtain clearance of specific checks;
- Obtain last dividend, date and amount;
- Pay bills; and
- Transfer funds between your share and share draft/checking accounts.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Banking service:

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

↪ *Additional Disclosures Applicable to Pay A Person® Personal Payment Services*

Pay A Person® service allows you to send money to another person from your Credit Union account. To use this service, you must be registered to use the Online Banking and Bill Pay services and have a valid e-mail address or mobile phone number of the person you are sending the money to.

Complete Terms and Conditions for this service is available online when you register for the Pay A Person® service or you may contact the Credit Union for more information.

↪ ***Regulations Relating to Funds (Wire) Transfers***

APPLICABLE LAW

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

FUNDS TRANSFER CUT-OFF TIME

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 will be at 12:00 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEES

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. Please refer to our Schedule of Fees and Charges for current fees.

SECURITY PROCEDURES

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.

USE OF FEDWIRES

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank 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 identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

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 bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives 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 we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) 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.

REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

This Remote Deposit Capture Disclosure and Agreement, as amended from time to time (“Agreement”), sets forth the terms and conditions governing the use of PostCity Financial Credit Union’s Remote Deposit Capture services (“Remote Deposit Capture”). Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Remote Deposit Capture services offered by PostCity Financial Credit Union, you agree to be bound by the terms and conditions of this Agreement. In this Agreement, the terms “you” and “your(s)” refer to the member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to PostCity Financial Credit Union.

WHAT IS REMOTE DEPOSIT CAPTURE?

Remote Deposit Capture is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by mobile device or the PostCity Financial Credit Union Mobile Application to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

QUALIFICATIONS FOR REMOTE DEPOSIT CAPTURE

To use the Remote Deposit Capture service, you must meet the following qualifications.

- Must be a member in good standing;
- Your account must be above the par value for membership;
- Your account has not had a negative balance for more than forty-five (45) days;
- Must not have had any charged off share or loan accounts with the credit union;
- You do not have any delinquent loan accounts over thirty (30) days; and
- Must not have more than three (3) returned deposits within a six (6) month period.

SYSTEM REQUIREMENTS

To use the Remote Deposit Capture service, you must meet the following system requirements:

- You must have a mobile device (e.g., smartphone or tablet) with an enabled camera and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.
- You must have the PostCity Financial Credit Union Mobile Application installed on your mobile device. The PostCity Financial Credit Union Mobile Application can be downloaded from your device’s application store. The Operating System version must be compatible with the latest version of the application.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words “For Mobile Deposit at PostCity,” your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An “Electronic Image” must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank’s pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items **are not** accepted for deposit through the Remote Deposit Capture service:

- Items displaying a “non-negotiable” or “void” notation or watermark.
- Items containing an alteration on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union’s current procedures relating to the Remote Deposit Capture service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Remote Deposit Capture service as the Credit Union may establish from time to time.

TRANSACTION LIMITATIONS

Limits are based on your member status and PostCity Perks level and will be communicated to you via email if you are approved for this service.

Currently, the lowest limits available are:

- \$500 per item;
- \$1,000 for the daily dollar aggregate; and
- \$2,500 for the maximum aggregate with a rolling thirty (30) day period.

We reserve the right to modify these limits from time to time.

PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable ("Paying Bank"); (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a time period of ninety (90) days to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Remote Deposit Capture service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Remote Deposit Capture service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 3:00 p.m. Pacific Standard Time (PST) on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays and holidays) will be credited to your account on the first (1st) business day after the day we receive your deposit. Deposits received after 3:00 p.m. PST on a business day the Credit Union is open will be credited on the second (2nd) business day after we receive your deposit. Funds that you deposit using the Remote Deposit Capture service may not be immediately available to you.

FEES

All fees or charges associated with the Remote Deposit Capture service are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies this Agreement. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see *Amendments*). Your continued use of the Remote Deposit Capture service after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case, you will receive a statement at least quarterly.

MEMBER WARRANTIES AND INDEMNIFICATION

By using the Remote Deposit Capture service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Remote Deposit Capture service.
- No other duplicate images of the original check have been made.

- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Remote Deposit Capture service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Remote Deposit Capture service.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at (877) 337-2728 or write to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

SERVICE AND MAINTENANCE

We may periodically audit the Remote Deposit Capture service and infrastructure. From time to time, the Credit Union may disable the Remote Deposit Capture service without prior notice for scheduled maintenance and upgrades to the system. In the event the Remote Deposit Capture service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808.

OUR RIGHT TO AUDIT

We may periodically audit your individual transactions and use of the Remote Deposit Capture service to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Remote Deposit Capture service at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

ELECTRONIC DISCLOSURE OF REMOTE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

By accessing the Remote Deposit Capture service, you acknowledge and accept electronic receipt of the Credit Union's Remote Deposit Capture Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Remote Deposit Capture service or designated accounts.

GOVERNING LAW; ATTORNEYS' FEES

All agreements and disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

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

YOUR ABILITY TO WITHDRAW FUNDS

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

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

ATM deposits made before 3:00 PM on any business day will be credited the following business day. ATM deposits made after 3:00 PM will be credited by the second business day following the day of deposit. Business days are defined as Monday through Friday, excluding holidays. ATM deposits made on weekends or holidays are considered to be made on the next business day.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposit(s), however, may be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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 \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 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 \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) 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 automated teller machines (ATM's) we do not own or operate will be available on the second business day after the day of your deposit.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNT(S)

DEFINITIONS

ACCOUNT AGREEMENT means any share, share draft, share certificate, IRA, IRA Certificate, trust, totten trust, or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement ("Account Holders"). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

SPECIAL RULES FOR JOINT ACCOUNTS

Withdrawals by and Liability of Joint Owners - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

Deposits – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

Disputes – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

CONSENT TO CONTACT (NON-TELEMARKETING ONLY)

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of offset and charges, notwithstanding the source of the contribution.

NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

FINANCIAL ABUSE REPORTING

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

CONSUMER REPORTS

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an ATM card, Visa Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

NEGATIVE CREDIT REPORTING

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

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at PostCity Financial Credit Union, 3738 Bayer Avenue, Suite 102, Long Beach, CA 90808, so we can investigate.

POST-DATED SHARE DRAFTS AND CHECKS

The Credit Union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

EXAMINATION OF STATEMENTS

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

NON-CASH PAYMENTS

Non-cash payments deposited into an account may be credited subject to final payment.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

CREDIT UNION'S RIGHT TO OFFSET

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

ATTORNEYS' FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

GOVERNING LAW

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

CO-OP SHARED BRANCHING[®]

Members may conduct transactions on their PostCity Financial Credit Union accounts at Co-Op Shared Branching locations. All transactions conducted at a Co-Op Share Branching location are subject to Co-Op's operating procedures, policies, and fees. Transactions are subject to PostCity Financial Credit Union's account terms and disclosures, and are subject to host credit union verification. Certain transactions at Co-Op Shared Branching locations may be subject to a PostCity Financial Credit Union fee as stated on the accompanying Fee Schedule.

↪ *Share Account Agreement*

TRANSFERS TO THIRD PARTIES

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

↪ *Share Draft Account Agreement*

WITHDRAWALS, APPROVED METHODS

Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds from a share draft account.

ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic funds transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

DEMAND DRAFTS

The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

OVERDRAFTS

The Credit Union is under no obligation to pay a share draft which exceeds the available balance in an account; the Credit Union may, however, pay such a share draft and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

NOTICE REGARDING NSF FEES: When an item is returned unpaid due to insufficient available funds and not covered by Overdraft Privileges you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, but generally you will not be charged an additional fee when an item is represented for payment, even if it results in an overdraft or is returned NSF when represented.

Order of Posting: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in the order received. For ACH transactions, deposits are posted first then debits are posted by settlement date, in the order received. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

Actual and Available Balances: It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your 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), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. Please note that we generally

will not charge an Overdraft Fee on a transaction if it was authorized with a sufficient available balance, even if there are insufficient available funds when the transaction posts. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call (877) 337-2728.

Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.

Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.

Example 3: The following transactions are not reflected in your available balance:

- *Any checks you have written that have not yet been presented for payment.*
- *Any automatic bill payments you have scheduled that have not yet been sent.*
- *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

STALE-DATED SHARE DRAFTS

The Credit Union is under no obligation but may pay a share draft which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

STOP PAYMENTS

Any Account Holder(s) of this account may stop payment any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

TRUNCATION OF DRAFTS

The Account Holder(s) acknowledges that share drafts are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

LIABILITY OF CREDIT UNION

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a share draft, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

CLOSURE OF ACCOUNT

The Credit Union may close a share draft account at any time. Closure of a share draft account will not affect the obligation to pay any outstanding balances or charges owed.

FOR SHARE DRAFT ACCOUNTS WITH SHARE OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft that would result in this Share Draft Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and any associated fees and to credit such charge to this Share Draft Account. No share draft overdraft may be paid by charging a share account if, as a result of such charge, that share account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

FOR SHARE DRAFT ACCOUNTS WITH LOAN OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft which would result in this Share Draft Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Share Draft Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft and any associated fees.

↪ *Share Certificate Account Agreement*

PLEDGING OF FUNDS

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING

SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9

NAME

You must enter one of the following; do not leave this line blank. The name should match the name on your tax return. If this is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name. Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

Sole proprietor or single-member LLC. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, LLC that is not a single member LLC, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulation section 301.7701-2(c)(2)(iii). Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box on the IRS Form W-9 any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on IRS Form W-9.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Except as provided on the IRS Form W-9, corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

Exemption from FATCA reporting code. The codes shown on IRS Form W-9, Specific Instructions, *Exemption from FATCA reporting code*, identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting Form W-9 if you are uncertain if the financial institution is subject to these requirements.

PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

PART II. CERTIFICATION

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

PRIVACY ACT NOTICE

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECURE YOUR TAX RECORDS FROM IDENTITY THEFT

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

PENALTIES

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

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

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

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

ARBITRATION AGREEMENT AND WAIVER OF CLASS AND COLLECTIVE ACTIONS

Please read this Arbitration Agreement and Waiver of Class and Collective Actions (“Arbitration Agreement”) carefully. If you do not timely opt-out as permitted below, it affects your rights and may have a substantial impact on how legal claims and disputes between you and the Credit Union are resolved.

AGREEMENT TO ARBITRATE CLAIMS

This Arbitration Agreement is effective upon the 61st day after the first time we provide it to you (“Effective Date”) unless you opt-out in accordance with the requirements of the YOUR RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT provision below. We reserve the right to make changes to this Arbitration Agreement. We will provide you with notice of any change as required by law. However, if we believe we are making changes that are to your benefit or are simply providing you with additional information about arbitration and/or this Arbitration Agreement, you agree that any such changes will not provide you with any new right to opt-out, unless otherwise provided under applicable law.

You and the Credit Union agree that binding arbitration may be elected by either you or the Credit Union with respect to any past, present, or future dispute, claim, or controversy above the small claims jurisdictional limit arising out of or relating to the “About Your Credit Union Accounts, Truth in Savings Disclosure” (“Account Agreement”) and/or any Credit Union account, product, or service governed by the Account Agreement, even if the claim, dispute, or controversy arises out of, affects, or relates to conduct that occurred prior to the Effective Date of this Arbitration Agreement, and even if the other party has already initiated a lawsuit.

HOW IS ARBITRATION ELECTED?

Arbitration is elected by one party making a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and the Credit Union agree, upon such written demand, motion, or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

WHAT IF THE CLAIM AMOUNT FALLS WITHIN SMALL CLAIMS COURT JURISDICTION?

Neither party will demand the arbitration of an action properly filed in small claims court, or its state’s equivalent court, or for any claim or dispute within the scope of the small claims court’s jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to binding arbitration.

WHAT RULES WILL GOVERN THE ARBITRATION ACTION?

The arbitration will be subject to the rules of the American Arbitration Association (“AAA”) for consumer disputes in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA (“Rules”). If there is any conflict between the Rules of the AAA and this Arbitration Agreement, then this Arbitration Agreement will control to the extent of the inconsistency. If the AAA is unavailable to resolve a claim or dispute, and if you and the Credit Union do not agree on a substitute forum, then the Credit Union can select the arbitration forum for the resolution of the claim or dispute. For more details and to obtain a copy of AAA’s Rules and arbitrator rosters, check the American Arbitration Association’s website, www.adr.org, or call the American Arbitration Association’s Customer Service telephone number at (800) 778-7879.

The arbitration shall be conducted before a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge, or AAA panel member, with experience and knowledge regarding financial institutions and transactions.

WHAT ARE THE BASIC DISTINCTIONS BETWEEN ARBITRATION AND COURT PROCEEDINGS?

There is no judge or jury in an arbitration proceeding, and the appellate rights of both parties are more limited than in court. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Arbitration Agreement shall be deemed the commencement of an action for such purposes. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator’s decision shall be final and binding and may be entered in any state or federal court having jurisdiction. Except as provided under applicable law, the arbitrator’s award is not subject to review by a court, and it cannot be appealed. Any claims and defenses that can be asserted in court can be asserted in arbitration. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including public injunctive relief under the California Consumer Legal Remedies Act and Unfair Competition Law.

HOW ARE ARBITRATION FEES AND COSTS ALLOCATED?

The filing, administration, and arbitrator fees imposed on you and/or the parties by the AAA pursuant to this Arbitration Agreement shall be paid by the Credit Union. Each party shall be responsible for and pay their respective costs, including attorneys’ fees, incurred by them in preparing and presenting their cases during the arbitration proceedings, regardless of who prevails.

WHERE WILL THE ARBITRATION BE HELD?

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed, but if personal attendance is burdensome or not feasible for you, the Credit Union will not object to you choosing to have your claims handled via telephone or other medium allowing for remote access to hearings and proceedings if otherwise allowable by the AAA and/or under the Rules.

WHAT RIGHTS AND OR CLAIMS ARE NOT AFFECTED BY THIS ARBITRATION AGREEMENT?

This Arbitration Agreement does not preclude you from bringing claims regarding the Account Agreement and/or your accounts, products, or services governed thereunder to the attention of any federal, state, or local government agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this Arbitration Agreement shall limit your or the Credit Union’s right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to apply to a court of competent jurisdiction to obtain provisional remedies (including, but not limited to,

applying for injunctive relief, a temporary restraining order, a temporary protective order, an attachment order, or any other pre-judgment remedies) or interpleader relief. The exercise of such rights will not constitute a waiver of the right to submit to arbitration any dispute regarding the Account Agreement.

This Arbitration Agreement will not apply to any disputes involving a consumer loan secured by real estate, or a consumer loan we provide you to the extent you and/or a co-borrower are “covered borrowers” under the Military Lending Act on such loan.

WILL THIS ARBITRATION AGREEMENT SURVIVE IF YOUR RELATIONSHIP WITH THE CREDIT UNION CHANGES?

This Arbitration Agreement shall survive your death, the closing of any of your accounts, the termination of any product or service, or of your business or transaction(s) with us, or any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any claim within the scope of the Account Agreement.

WHAT LAW WILL GOVERN THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT?

Notwithstanding anything to the contrary in the Account Agreement, this Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”) and shall be interpreted and enforced in accordance with the FAA to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the claim or dispute at issue. Any issue concerning whether or to the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of this Arbitration Agreement, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the waiver of class and collective actions below.

If any term or provision of this Arbitration Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

WAIVER OF CLASS AND COLLECTIVE ACTION AND WAIVER OF JURY TRIAL FOR CLAIMS SUBMITTED TO ARBITRATION

YOU AND THE CREDIT UNION EACH EXPRESSLY INTEND AND AGREE THAT ANY AND ALL CLAIMS SUBMITTED TO ARBITRATION MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY AND HEARD SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS ACTION OR OTHER PURPORTED OR ACTUAL COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING. WITH RESPECT TO ALL SUCH ARBITRABLE CLAIMS, YOU HEREBY AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, OR LITIGATE ON A CLASS-WIDE BASIS OR ANY BASIS OTHER THAN AN INDIVIDUAL BASIS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY ACKNOWLEDGE AND AGREE THAT, WITH RESPECT TO ALL DISPUTES, CONTROVERSIES, AND CLAIMS SUBMITTED TO ARBITRATION, ALL PARTIES ARE WAIVING THE RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. THE PARTIES ANTICIPATE THAT BY ENTERING INTO THIS AGREEMENT, THEY WILL GAIN THE BENEFITS OF A SPEEDY AND LESS EXPENSIVE DISPUTE RESOLUTION PROCEDURE.

YOUR RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT

IF YOU DO NOT WANT THIS ARBITRATION AGREEMENT TO APPLY TO THE ACCOUNT AGREEMENT AND/OR YOUR ACCOUNTS, PRODUCTS, OR SERVICES GOVERNED THEREUNDER, YOU MAY OPT-OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF THE FIRST TIME YOU RECEIVE THIS ARBITRATION AGREEMENT. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE, AND MUST BE MAILED TO THE CREDIT UNION AT: POSTCITY FINANCIAL CREDIT UNION, ATTN: ARBITRATION OPT OUT, 3738 BAYER AVENUE, SUITE 102, LONG BEACH, CA 90808. OPTING OUT WILL NOT TERMINATE THE ACCOUNT AGREEMENT OR AFFECT ANY OTHER RIGHTS OR OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THE ACCOUNT AGREEMENT. IF YOU DO NOT OPT-OUT AS PROVIDED ABOVE WITHIN SIXTY (60) DAYS, YOU UNDERSTAND AND AGREE THAT THIS ARBITRATION AGREEMENT SHALL BE BINDING ON YOU AND THE CREDIT UNION.

WHAT NAME AND NUMBER TO GIVE THE REQUESTER

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
For this type of account:	Give name and EIN of:
8. Disregard entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note.** The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

YOUR SAVINGS INSURED TO \$250,000 PER ACCOUNT



AMERICAN SHARE INSURANCE

This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT-SPONSORED AGENCY.



AMERICA'S
CREDIT UNIONS™