ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

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TABLE OF CONTENTS

PART I

Arbitration and Waiver Class Action……..Page 3

PART II

Truth-in-Savings Agreement and Disclosure……..Page 4

PART III

Funds Availability Policy……Page 14

PART IV

Funds Transfer Agreement and Notice……..Page 15

PART V

Electronic Services Agreement and Disclosure……Page 17

PART VI

Member Conduct and Limitation of Services Policy……Page 25

ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In this Account Agreement and Truth-in-Savings Disclosure (hereinafter referred to as "Agreement and Disclosure"), the words YOU, YOUR and YOURS mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card for one or more deposit accounts with us. The words WE, US, OUR and CREDIT UNION mean USC CREDIT UNION. The terms, conditions and information contained in the Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and Disclosure and become an integral part of this Agreement and Disclosure. This Agreement and Disclosure governs your accounts with us and related services and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union's Account Signature Card for your account or using your account or any service we provide, you will be considered to have received and agreed to this Agreement and Disclosure.

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

PART I: ARBITRATRION AND WAIVER OF CLASS ACTION

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, via consumer credit bureaus and account verification services.

WHAT THIS MEANS FOR YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). Attempts to informally settle any such Claim shall include a written notice (hereafter referred to as the "Pre-Arbitration Notice") executed by the person bringing the Claim (or an authorized representative of such person) describing the related Claims, the basis for the Claims, and the relief sought, and then an in-person meeting or a meeting by Zoom or similar electronic means (hereafter referred to as a "Pre-Arbitration Meeting"), to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally after the Pre-Arbitration Meeting has occurred, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), including its Mass Arbitration Supplementary Rules, whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at http://www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

1. **Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
2. **Effective Date:** Unless you opt-out in accordance with the requirements of the Right to Opt-Out provision below, this Arbitration Agreement is effective upon the later of: (a) the sixty-first (61st) day after we initially provided it to you; or (b) the sixty-first (61st) day after we provided you an amended version of this Arbitration Agreement in accordance with the Amendment/Termination provision below. Such effective date of this Arbitration Agreement is referred to as its "Effective Date".
3. **Claims Arising Prior to Effective Date:** THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
4. **Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
5. **Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
6. **Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
7. **Survival:** This Arbitration Agreement will survive termination of the Agreement and Disclosure.
8. **Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718 within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement and Disclosure or your relationship with the Credit Union.
9. **Amendment/Termination**: We reserve the right to amend or terminate this Arbitration Agreement, subject to an additional right to opt out of such amendment or termination, provided that we notify you in writing at least sixty (60) days prior to such amendment or termination taking effect. Notwithstanding anything in the Agreement and Disclosure to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.
10. **Inapplicable to Certain Loans:** This Arbitration Agreement will not apply to Claims related to a real estate-secured loan or a loan subject to the federal Military Lending Act if you or a coborrower are a "covered borrower" under the Military Lending Act.

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

PART II: TRUTH-IN-SAVINGS AGREEMENT AND DISCLOSURE

SECTION 1. PAYMENT OF DIVIDENDS

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, state law, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
The dividend pre and Annual Percentage Yield (APY) may change at the discretion of the Credit Union's Board of Directors. Current rate information and minimum balance requirements to open and to earn the APY for these accounts are set forth in the Rate Sheet. You may obtain current rate information by calling the Credit Union at (213) 821-7100 or visiting our website at www.usccreditunion.org.

Compounding and Crediting for All Accounts
For all accounts except Regular Savings Accounts, Youth Savings Accounts, Holiday Savings Accounts, Cardinal Checking Accounts, CampusSpend Checking Accounts, SimpleSpend Checking Accounts, FlexSpend Checking Accounts, IRA Certificate Accounts and IRA Share Accounts, dividends will be compounded monthly and will be credited monthly. The dividend period is also monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is January 31. For Regular Savings Accounts, Youth Savings Accounts, and Holiday Savings Accounts, dividends will be compounded quarterly and will be credited quarterly. The dividend period is also quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is March 31. Cardinal Checking Accounts, CampusSpend Checking Accounts, and SimpleSpend Checking Accounts, FlexSpend Accounts do not pay dividends.

Balance Computation Method: Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before the close of business.

If you close any of your dividend earning accounts before dividends are credited you will not receive the accrued dividends.

SECTION 2. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. You must be and remain a member in good standing to maintain any account. In order to become a member, you must meet the Credit Union's membership eligibility requirements and either pay the amount of the entrance fee or purchase a regular share, as established by the Credit Union's Board of Directors. The par value of a share in this Credit Union is $1 and the entrance fee is stated in the Schedule of Fees. If you fail to complete the purchase of one (1) share or pay the entrance fee within 180 days of your admission to membership, or within 180 days from the increase in the par value of shares, or if you reduce your Regular Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within 180 days of the reduction, you may be terminated from membership at the end of a dividend period. You must maintain the par value of a share in a Regular Savings Account to open other accounts.
2. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure will not prohibit us from enforcing such terms and conditions at a later date.
3. We reserve the right to change any provision of or establish new provisions to this Agreement and Disclosure upon thirty (30) days written notice. Except as otherwise provided herein, we reserve the right to change any provision of or establish new provisions to this Agreement and Disclosure upon thirty (30) days written notice to the extent required by applicable law. This includes, without limitation, making changes to your accounts and services, the related fees, rates, balance and rate computation methods, as well as discontinuing or replacing such accounts and services at our discretion, and making changes to further clarify the terms of our products and services. We also reserve the right to amend other forms and/or disclosures provided to you in connection with your account.
4. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, which in our sole judgment are illegal, fraudulent, or inconsistent with our policies (or those of any of our third-party processors) or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.
5. We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.
6. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks and other items for deposit into any of your accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account owners on any item that we take for collection, payment, or deposit to your account. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.
7. You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you. The Credit Union may also refuse to accept all or any part of any deposit.
8. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over $50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
9. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time

frames specified in our Funds Availability Policy.

10. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (1) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (2) we have received a breach of warranty claim in connection with the deposited item. We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item. If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. We need not give you any prior notification of our actions with respect to the claim. You agree to immediately repay any overdrafts. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.
11. You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.
12. In processing items you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit and impose a Returned Deposited Item Fee as set forth in the Schedule of Fees. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.
13. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and Disclosure and the Schedule of Fees. We may, at our discretion, reverse any fees you may incur.
14. We will mail, send electronically, or otherwise make available to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the owner as reflected in our records for your account. A fee may be charged for each periodic statement mailed as set forth in the Schedule of Fees. If there is more than one owner on your account, we may send account-related information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the savings account in the combined statement. Mailed account- related information will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you. You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provision of the Electronic Services Agreement and Disclosure included at Part V of this Agreement and Disclosure will apply). For purposes of this Agreement and Disclosure, an unauthorized transaction is a transaction that was not authorized by you or someone you gave authority to transact on your account, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you or someone you gave authority to transact on your account. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. If you have failed to examine your statement and report any unauthorized transaction within one (1) year after your statement or the item(s) has/have been made available to you, you cannot recover from us, even if we failed to exercise ordinary care in paying the item(s).
15. Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as "inactive." This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.
16. Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in electronic format. Notice to anyone account owner is considered notice to all owners of the account.
17. We agree to investigate any transaction you have reported to us as unauthorized (a "claim of unauthorized transaction"). Except for electronic fund transfer transactions governed by the Electronic Services Agreement and Disclosure in this Agreement and Disclosure, you agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction(in an affidavit form approved by us, if so requested); (2) file a police report upon request (for unauthorized transactions related to potential fraud); (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction. We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.
18. We or you may close any of your account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. If an account is closed, we may send the collected balance on deposit in your account by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.
19. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, or a payable on death account, you agree that we may, without liability to you and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon.
20. We reserve the right to close any account(s) and terminate your membership should we discover that any of your accounts with us have been deliberately manipulated by you to our detriment, or to the detriment of any other accountholder. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or "interest float" to our detriment. We reserve the right to freeze your accounts, without liability, if, under the circumstances, we have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to our satisfaction or until we receive an order of a court instructing us concerning the disposition of such funds.

There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements.

We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and anti-money laundering rules, and/or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

21. In order for us to service your account or to collect any amounts you owe, you agree that we and/or our service providers may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time by notifying us in writing at USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718.
22. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees), arising out of or related to any action or inaction related to the matters described in this paragraph.
23. We may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and/or the Account Signature Card will be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to an account owner in contravention to any instructions from another account owner shall not in result in liability for us.
24. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
25. We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Account Signature Card and a new account number will be assigned.
26. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address or a legal name change. You may notify us in person, through Online Banking, at our office, or by sending a written and signed notice to USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051.
27. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.
28. All non-cash deposits will be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks or other items you deposit may be delayed for several days. You will be notified if your right to withdraw funds will be delayed. Please refer to the Funds Availability Policy in this Agreement and Disclosure for further details.
29. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
    All accounts are subject to our Schedule of Fees, which accompanies this Agreement and Disclosure and is incorporated by this reference. We will debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
30. If you do not conduct a transaction on your account (i.e., a withdrawal, deposit, or transfer to or from your account, other than an automated transaction) for twelve (12) consecutive months, we may classify it as a "dormant" account. We will notify you in writing at your last known address if your account is classified as "dormant".
31. State law establishes procedures under which unclaimed property must be surrendered to the state. In the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:
    a. Increased or decreased the amount of funds on deposit with us or present written instructions for crediting of dividends or cashed a dividend check from any of your accounts with us;
    b. Responded to us in writing or electronically with us concerning the funds on deposit; or
    c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

    The funds in your deposit account will not be surrendered to the state, however, if, during the previous three (3) years, you have owned another deposit account (or individual retirement or similar account) with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the funds in the deposit account that would otherwise be surrendered to the state, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are regularly sent. We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our Schedule of Fees. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.
32. Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.
33. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to three (3) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.
34. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our Schedule of Fees.
35. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy, withholding order, facially valid injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You authorize us not to contest any such facially valid notice of legal process and understand that we are under no obligation to notify you of the legal process unless required by applicable law and will not notify you if prohibited by law. We may charge a Compliance with Legal Process fee, as set forth in our Schedule of Fees, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a facially valid subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to reimburse us for losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid

36. You understand and agree that you are not permitted to request a stop payment be placed on a cashier's, teller or certified check unless such check is lost, stolen or destroyed. In the event that a cashier's, teller or certified check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act on it. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that, pursuant to the California Uniform Commercial Code, a replacement or refund of this check is prohibited until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, and (2) the 90th day following the date of the cashier's check or official check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.
37. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. We may verify your application for an account through an account verification service and reserve the right to deny any application based on negative information received through that service. If we deny your application, we will provide you with the name, address, and telephone number of the account verification service that provided us this information. You also authorize us to give information concerning our experiences with you to others.
38. It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen.
39. Federal law requires that you provide the Credit Union with your Individual Taxpayer Identification Number (ITIN) on all accounts. Your failure to furnish a correct ITIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If the Credit Union is notified that your current ITIN is not correct, your account may be blocked until the correct ITIN is received. For additional information on this requirement, please visit the IRS website at www.irs.gov for the most recent publication of "Instructions for the Requestor of Form W-9, Request for Taxpayer Identification Number and Certification (IRS Form W-9)".
40. We may, without prior notice and when permitted by law, exercise our right of setoff against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal. This right of setoff does not apply if prohibited by law. For example, we will not exercise our right of setoff: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of set off. We will also have the right to place an administrative hold on such funds pending setoff. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, setoff against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death. Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.
41. You may conduct transactions on your Credit Union account(s) at CO-OP Shared Branching locations. All transactions conducted at a CO-OP Shared Branching location are subject to CO-OP's operating procedures, policies, and fees. Funds deposited at CO-OP Shared Branching locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union proprietary branch; please refer to our Funds Availability Policy. Check holds cannot be removed by CO-OP Shared Branching personnel. Transactions at CO-OP Shared Branching locations are subject to this Agreement and Disclosure and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching locations may be subject to our fee(s) as stated on the current Schedule of Fees.
42. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
43. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to your account must be commenced within one (1) year after the cause of action accrues.
44. You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement and Disclosure or as a result of your failure to abide by its terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.
45. Your account will be governed by California law to the extent that California law is not preempted by federal law.
46. If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under California law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA. Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others. If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA. We are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.
47. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
48. You agree that your telephone communications and electronic communications with us may be monitored and recorded to improve member service and security as well as other purposes consistent with our privacy policies and applicable law.
49. You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.
50. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT AND DISCLOSURE, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.
51. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement and Disclosure.
52. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement and Disclosure.
53. Except as otherwise provided above in Part I, if any of the provisions of this Agreement and Disclosure, are determined to be void or invalid, the remainder of the Agreement and Disclosure shall remain in full force and in effect.
54. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Agreement and Disclosure or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You

understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.

55. Except as expressly set forth in this Agreement and Disclosure, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.
56. You may not assign this Agreement and Disclosure to any other party. The Credit Union may assign this Agreement and Disclosure at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement and Disclosure to independent contractors or other third parties.
57. Headings in this Agreement and Disclosure are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement and Disclosure.
58. Except as expressly stated in Part I of this Agreement and Disclosure, if any part of this Agreement and Disclosure should be held to be unenforceable, the remaining provisions of this Agreement and Disclosure will remain in full force and effect.

ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION:

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We may also refuse to open an account for any reason. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, referred to as an "individual account," or with another person or persons, referred to as a "multiple- party account" or a "joint account." For purposes of this Agreement and Disclosure, we will use the term "joint account."

1. **Individual Account.** An individual account is an account owned by you alone, which you as the account owner use during your lifetime.
2. **Joint Account.** A joint account is an account owned by two or more persons. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

   Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs an Account Signature Card, agrees to the terms, responsibilities and accompanying liabilities of this Agreement and Disclosure. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

   Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement and Disclosure, including without limitation: (1) to withdraw any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; and (5) to consent to or revoke consent to payment of service charges on overdrafts. However, only the primary owner on a joint account is permitted to close the account, with the disbursement of account proceeds as instructed by the primary owner. In addition, neither owner can remove the other owner on a joint account. We reserve the right to require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone. All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. If any owner owes us money for any reason, we may enforce our right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.
3. **Payable-on-Death Designation.** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or un-matured debts owed to us by you, and second, to your designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or un-matured debts owed to us by any of you, and second, to one or more POD payees then surviving in equal and undivided shares. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.
4. **Rights at Death.**
   - **Individual Account without Payable-on-Death Designation.** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement and Disclosure. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us. Individual Account with Payable-on-Death Designation. Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement and Disclosure) upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account and will own those funds without right of survivorship.
   - **Joint Account without Payable-on-Death Designation.** When the owner who qualified for membership dies, the membership terminates and the surviving owner(s) has thirty (30) days to close the account. Otherwise, we will close the membership and send any remaining funds by mail using the address on file. When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement and Disclosure. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement and Disclosure. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
   - **Joint Account with Payable-on-Death Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement and Disclosure) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account and will own those funds without right of survivorship. For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

TERMS AND CONDITIONS APPLICABLE TO TRUST ACCOUNTS:

1. You may open an account to hold the funds of your trust and be named as trustee on our "Application for Membership and Agreement for Credit Union Account in the Name of

Trustee(s)" ("Trust Account Signature Card"). A person named as a trustee on the Trust Account Signature Card has the same rights, responsibilities and liabilities as an owner of an account under this Agreement and Disclosure to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may change, add or close the account and/or a service, and that his or her signature on the Trust Account Signature Card or continued use of an account or service confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition or closure of an account or service by any trustee acting alone.

2. We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.
3. We are not required to know, understand, interpret, or enforce the terms of your written trust instrument.
4. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in the Trust Account Signature Card that you will be asked to sign when the account is opened.
5. Trust accounts are not subject to the Multiple Party Accounts law, as set forth in California Probate Code Sections 5100-5407.

ABOUT OUR SAVINGS ACCOUNTS:

USC Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of Individual Retirement Accounts and Share Certificate Accounts). Our share accounts are our Regular Savings Accounts, Youth Savings Accounts, Money Market Accounts, Value+ Money Market Accounts, Share Certificate Accounts, Individual Retirement Accounts and any other self-titled savings accounts you may establish with us.

1. **Rate Information.** Dividends rates and annual percentage yields may change at any time as determined by the Credit Union Board of Directors. https://www.usccreditunion.org/rates/

TERMS AND CONDITIONS APPLICABLE TO REGULAR SAVINGS ACCOUNTS:

1. A Regular Savings Account is our primary savings account which is required to be established by every member.
2. Regular Savings Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the separate Rate Sheet.
3. The minimum balance required to open a Regular Savings Account is $1.
4. You must maintain a minimum daily balance of $1 in your Regular Savings Account to avoid closure.
5. You must maintain a minimum daily balance of $25 in your Regular Savings Account to obtain the disclosed APY.
6. You must maintain a combined average balance in all savings, checking, money market, certificate and IRA accounts of $100 to avoid a fee. The fee is also waived if you have an outstanding loan balance, are under age 25, or make a deposit of $25 or more during the month. Refer to the Schedule of Fees for current fee.

TERMS AND CONDITIONS APPLICABLE TO YOUTH SAVINGS ACCOUNTS:

1. Youth Savings Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the separate Rate Sheet.
2. The minimum balance required to open a Youth Savings Account is $1.
3. You must maintain a minimum daily balance of $1 in your Youth Savings Account to avoid closure.
4. Minor children and/or dependents of existing members in good standing age seventeen (17) and under are eligible for Youth Savings Accounts. The minor must be the primary owner of the account, and a parent or legal guardian must be a joint owner.
5. There are no monthly service fees for this account.

TERMS AND CONDITIONS APPLICABLE TO HOLIDAY ACCOUNTS:

1. Holiday Accounts provide our members with an easy way to save for their holiday expenses.
2. A Holiday Account maybe opened at any time, and deposits maybe made in any manner, including payroll deduction.
3. Holiday Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the separate Rate Sheet.
4. No minimum balance requirements apply to open a Holiday Account.
5. There are no monthly service fees for this account.
6. You must maintain a minimum daily balance of $25 in your Holiday Account to obtain the disclosed APY.
7. The funds deposited into this account will be disbursed to you on or about November 1 of each year. If a withdrawal is necessary before November 1 in any given year, the full balance must be withdrawn and the account will be closed. The account will be automatically renewed after November 1 of each year, unless you provide contrary instructions on or before November 1.
8. Funds in a Holiday Account may not be pledged as security for any loan(s).
9. Funds in a Holiday Account may not be used as an overdraft source for any checking account.

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS:

1. Money Market Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the separate Rate Sheet.
2. The minimum balance required to open a Money Market Account is $2,500.
3. You must maintain a minimum daily balance of $2,500 in your Money Market Account each day to obtain the disclosed APY.
4. Funds in a Money Market Account may not be pledged as security for any loan(s).
5. Money Market accounts can be set up as a draft account.

TERMS AND CONDITIONS APPLICABLE TO VALUE+ MONEY MARKET ACCOUNTS:

1. Value+ Money Market Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the separate Rate Sheet.
2. The minimum balance required to open a Value+ Money Market Account is $10,000.
3. You must maintain a minimum daily balance of $10,000 in this account to avoid a monthly service fee. If, during any statement cycle, this account's balance falls below the required minimum daily balance, the account will be subject to a monthly service fee as stated in Schedule of Fees.
4. You must maintain a minimum daily balance of $10,000 in your Value+ Money Market Account each day to obtain the disclosed APY.
5. Funds in a Value+ Money Market Account may not be pledged as security for any loan(s).
6. Value +Money Market accounts can be set up as a draft account.

TERMS AND CONDITIONS APPLICABLE TO SMART YIELD SAVINGS ACCOUNTS:

1. Smart Yield Savings Accounts are subject to a variable rate. For the current dividend rate(s) and corresponding APY(s), refer to the separate Rate Sheet.
2. The minimum opening deposit for Smart Yield Savings Accounts is $100. The minimum balances required to earn dividends are disclosed in our Rate Sheet.
3. No monthly service fee applies to Smart Yield Savings Accounts.
4. To be eligible to open a Smart Yield Savings Account, a member must maintain a minimum monthly direct deposit of $2,500 and also satisfy one of the following conditions: (a)

maintain a PremiumSpend Checking Account; (b) maintain combined share balances equal to or greater than $50,000; (c) maintain an active Trojan Wealth Management relationship; (d) maintain an outstanding consumer loan with a balance equal to or greater than $20,000; or (e) maintain an outstanding mortgage loan with a balance equal to or greater than $50,000. If you do not adhere to these foregoing criteria, amounts on deposit in the Smart Yield Savings Account will be considered nonqualifying balances.

5. Smart Yield Savings Accounts earn dividends based on a tiered rate structure, under which you must maintain an end-of-day balance of at least the lowest amount on each tier in order to obtain the disclosed APY for that tier for any day during the dividend period. If your daily balance is more than the minimum balance required on a tier as disclosed in our Rate Sheet, but does not exceed the maximum daily balance on the same tier, the dividend rate paid on the entire balance in your account will be offered for that tier as also disclosed in our Rate Sheet. For example, a $13,500 daily balance would earn the dividend rate offered for the $10,000 to $49,999 tier for the entire $13,500 balance.
6. Note that nonqualifying balances will earn the lower dividend rate as stated in the Rate Sheet.
7. Smart Yield Savings Accounts with balances in excess of $250,000 are privately insured by American Share Insurance; any such amounts in excess of $250,000 are not insured or guaranteed by any government or government-sponsored agency. Your savings are federally insured to at least $250,000 and backed by the full faith and credit of the United States Government.

TERMS AND CONDITIONS APPLICABLE TO STUDENT ORGANIZATION ACCOUNTS:

The Student Organization Account is subject to the same requirements as the Cardinal Checking Account and must be opened as a separate account number from any of the authorized signer's personal accounts.

1. A recognition letter from the University's Office of Campus Activities or the Office for Fraternity and Sorority Leadership Development that includes the name of the Faculty/Staff Advisor is required.
2. A signed letter from the Faculty/Staff Advisor on the University's letterhead authorizing the organization to open the account. The letter must include the (a) name of the student organization; (b) employer identification number (EIN); and (c) name(s) and student ID number(s) of the authorized signers.
3. The name of the organization cannot include University of Southern California or USC in it.
4. The minimum balance required to open this account is $25.
5. There are no monthly service fees for this account.
6. This account earns no dividends.
7. There are no debit cards issued for this account.

TERMS AND CONDITIONS APPLICABLE TO PARENT GROUP ACCOUNTS:

The Parent Group Account is subject to the same requirements as the Cardinal Checking Account and must be opened as a separate account number from any of the authorized signer's personal accounts.

1. The minimum balance required to open this account is $25.
2. There are no monthly service fees for this account.
3. The name of the group account cannot include University of Southern California or USC in it.

TERMS AND CONDITIONS APPLICABLE TO ALL TERM SHARE CERTIFICATE ACCOUNTS:

1. **General.** We offer two (2) types of Term Share Certificate Accounts: Share Certificate Accounts and IRA Share Certificate Accounts. Additional information about our IRA Share Certificate Accounts is provided in the Sections entitled "Terms and Conditions Applicable to All Individual Retirement Accounts (IRAs)" and "Terms and Conditions Applicable to IRA Share Certificate Accounts" below.
2. **Rate Information.** Our Term Share Certificate Accounts are fixed-rate accounts and are nonnegotiable and non-transferable. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the Rate Sheet. The dividend rate and APY for your Term Share Certificate Accounts will be set forth on the Certificate Receipt which will be provided to you when you open your Term Share Certificate Account. You may also call the Credit Union at (213) 821-7100 or visit our website www.usccreditunion.org to obtain current rate information. You will be paid the rates and yields until maturity. https://www.usccreditunion.org/rates/
3. **Minimum Balance and Deposit Requirements.** The minimum balance required to open and maintain a Term Share Certificate Account is set forth in this Agreement and Disclosure. Although credited dividends may be withdrawn or transferred at any time without the assessment of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Term Share Certificate Account until the Maturity Date. The Maturity Date will be shown on the Certificate Receipt provided to you when the Term Share Certificate Account is opened. An early withdrawal will reduce earnings.
4. **Dividends.** If the Term Share Certificate Account is closed before dividends are credited, dividends accrued through the prior business day will be paid, subject to any early withdrawal penalty. Dividend rates and APYs may change weekly as determined by Credit Union management.
5. **Owner(s) Liability.** Issuance of a Term Share Certificate Account in the name of two or more owners indicates joint ownership and such Term Share Certificate Account is subject to all terms and conditions applicable to joint accounts described in this Agreement and Disclosure.
6. **Transaction Limitations.** Except as otherwise stated in this Agreement and Disclosure, once your Term Share Certificate Account is established, you may not make deposits into the account until the Maturity Date. All withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein.
7. **Early Withdrawal Penalties.** The Term Share Certificate Account will mature on the Maturity Date set forth in the Certificate Receipt. The Credit Union will terminate the Term Share Certificate Account and impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date. If the Term Share Certificate has a term to maturity equal to or less than one (1) year, the penalty imposed will equal the lesser of all dividends earned on the amount withdrawn or ninety (90) days of dividends on the amount withdrawn. If the Term Share Certificate has a term to maturity greater than one (1) year, the penalty imposed will equal the lesser of all dividends earned on the amount withdrawn or 180 days of dividends on the amount withdrawn.

   In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.

   Early withdrawal penalties will not apply to:
   a. Withdrawals of credited dividends.
   b. Withdrawals made subsequent to the death of any owner of any Term Share Certificate Account or is made pursuant to the Credit Union's bylaws.
   c. Withdrawals made subsequent to termination of membership.
   d. The account is part of retirement plan which qualifies or is qualified to receive specific tax treatment under the Internal Revenue Code Sections 401(d) or 408 and withdrawal is made to effect distribution of the funds following the participant's death or disability or upon attaining the age for required minimum distributions.
   e. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
8. **Renewal Policies.** All Term Share Certificate Accounts are automatically renewable at the time of account opening. You will be provided at least thirty (30) days' notice of maturity. Your Term Share Certificate Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you close the account or prevent renewal by withdrawing all of the funds in your Term Share Certificate Account at maturity or within a grace period of ten (10) calendar days after maturity. For example, for a Term Share Certificate Account maturing on January5, you will have until the close of the Credit Union's business day January 15 to withdraw the funds without penalty. If January 15 is not a Credit Union banking day, you will have until the close of the Credit Union's next business day to withdraw the funds without penalty. If the funds are not withdrawn, the Term Share Certificate Account will be renewed for a term equal to or closest to that of the initial term and at the dividend rate and APY in effect at that

time for such a term. If automatically renewed, all funds in the Term Share Certificate Account as of the renewal date are considered to be principal. If the certificate is no longer offered at the time of renewal the funds will be transferred to your Regular Savings Account.

9. **Pledge of Funds.** Except as otherwise stated in this Agreement and Disclosure, the owner(s) may pledge any or all of the principal on deposit in Term Share Certificate Accounts as security for any loan(s) subject to the Credit Union's then- current loan policies. Further, a pledge of funds in this account by any owner shall be binding on all owners.

TERMS AND CONDITIONS APPLICABLE TO SHARE CERTIFICATE ACCOUNTS:

1. The minimum balance required to open a Share Certificate Account is $1,000.00.
2. You must maintain a minimum daily balance of at least $1,000 in the account each day to obtain the Annual Percentage Yield (APY). If the account balance is reduced below the minimum daily balance required to earn the disclosed APY, the account will be closed and an early withdrawal penalty will apply.
3. There is no monthly service fee.
4. You may choose to have dividends from this account paid to you or credited to another account at the Credit Union rather than credited to this account.

TERMS AND CONDITIONS APPLICABLE TO JUMBO SHARE CERTIFICATE ACCOUNTS:

1. The minimum balance required to open a Jumbo Share Certificate Account is $50,000.
2. The 0.25% dividend rate increase cannot be combined with any other promotional or bonus rate increase, including the 0.10% Jumbo Share Certificate bonus.
3. You must maintain a minimum daily balance of at least $50,000 in the account each day to obtain the Annual Percentage Yield (APY). If the account balance is reduced below the minimum daily balance required to earn the disclosed APY, the account will be closed and an early withdrawal penalty will apply.
4. There is no monthly service fee.
5. You may choose to have dividends from this account paid to you or credited to another account at the Credit Union rather than credited to this account.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL RETIREMENT ACCOUNTS (IRAs):

1. We offer IRAs to encourage our members to save for their retirement years. IRAs are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the Rate Sheet that can be found on our website www.usccreditunion.org or by calling us at 213-821-7100.
2. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the IRA Account Agreement and Disclosure Statement which by this reference is incorporated into this Agreement and Disclosure in its entirety. When you open your IRA, the IRA, IRA Account Agreement and Disclosure Statement, and related disclosures will be provided to you in accordance with applicable law.
3. You may not pledge any of the funds on deposit in the account as security for any loan(s).
4. Certain federal and state penalties may apply to amounts withdrawn from IRAs. These are set forth in applicable federal and state laws and regulations, which are incorporated herein by this reference.
5. **Depending on the state of residency of the IRA owner**, funds in an IRA will be considered abandoned and will be turned over to the state if you have not done any of the following for a period of more than two (2) years after the funds become payable or distributable:
    a. Increased or decreased principal;
    b. Accepted payment of principal or income (dividends); or
    c. Communicated electronically or in writing with us concerning the funds or otherwise indicated an interest therein.
6. IRAs are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please refer to your IRA Account Agreement and Disclosure Statement for additional information.

TERMS ANDCONDITIONS APPLICABLE TO IRA SHARE ACCOUNTS:

1. IRA Share Accounts are subject to a variable rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the Rate Sheet that can be found on our website www.usccreditunion.org or by calling us at 213-821-7100.
2. The minimum balance required to open an IRA Share Account is $100. Additional deposits are only permitted to contributory IRAs.
3. You must maintain a minimum daily balance of at least $100 each day in the account to obtain the APY.
4. There is no monthly service fee.

TERMS AND CONDITIONS APPLICABLE TO IRA CERTIFICATE ACCOUNTS:

1. IRA Certificate Accounts are subject to a fixed rate. For the current dividend rate and corresponding Annual Percentage Yield (APY), refer to the Rate Sheet that can be found on our website www.usccreditunion.org or by calling us at 213-821-7100.
2. The minimum balance required to open an IRA Certificate Account is $1,000. Additional deposits are only permitted to contributory IRAs.
3. You must maintain a minimum daily balance of at least $1,000 each day in the account to obtain the APY.
4. There is no monthly service fee.
5. You may choose to have dividends from this account paid to you or credited to another account at the Credit Union rather than credited to this account.

TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNTS:

USC Credit Union offers a wide array of checking accounts that let you withdraw your money and write checks against your account at any time. Specific disclosure information for each type of checking account is given below, with general disclosures applicable to all checking accounts following.

TERMS AND CONDITIONS APPLICABLE TO CARDINAL CHECKING ACCOUNTS:

1. The minimum balance required to open a Cardinal Checking Account is $25.
2. There is no monthly service fee.
3. This account earns no dividends.

TERMS AND CONDITIONS APPLICABLE TO SIMPLESPEND CHECKING ACCOUNTS:

1. No monthly service fee applies. No minimum opening deposit or minimum balance requirements apply. This account earns no dividends. This account does not allow for transactions by check.
2. For payroll that can be verified by the Credit Union to its reasonable satisfaction, your direct deposit paycheck may be made available up to two (2) to three (3) calendar days prior to your regular payroll deposit date.
3. SimpleSpend Checking Account owners are provided access to approximately 32,000 fee-free nationwide COOP ATMs and to approximately 2,300 fee-free Citi Community Network ATMs. In addition, SimpleSpend Checking Account owners are provided access to 5,200 fee-free nationwide Shared-Branching locations.
4. SimpleSpend Checking Account owners are provided the following free services: free debit card, free Mobile Banking, free Mobile Deposit, free Bill Pay, free Zelle, free

eStatements, and free access to their credit score through online banking.

TERMS AND CONDITIONS APPLICABLE TO CAMPUSSPEND CHECKING ACCOUNTS:

1. No monthly service fee applies. No minimum opening deposit or minimum balance requirements apply. This account earns no dividends.
2. For payroll that can be verified by the Credit Union to its reasonable satisfaction, your direct deposit paycheck may be made available up to two (2) to three (3) [business] days prior to your regular payroll deposit date.
3. CampusSpend Checking Account owners are provided access to approximately 32,000 fee-free nationwide COOP ATMs and to approximately 2,300 fee-free Citi Community Network ATMs. In addition, CampusSpend Checking Account owners are provided access to 5,200 fee-free nationwide Shared-Branching locations.
4. CampusSpend Checking Account owners are provided the following free services: free check writing, up to two (2) free incoming wire transfers (domestic and/or international) per year, free debit card, free Mobile Banking, free Mobile Deposit, free Bill Pay, free Zelle, free eStatements, and free access to their credit score through online banking.
5. Account will convert to a FlexSpend Checking account 6 years after account open date.

TERMS AND CONDITIONS APPLICABLE TO FLEXSPEND CHECKING ACCOUNTS:

1. A $4.95 monthly service fee applies, but the fee will be waived if you meet one of the following requirements in a month: (a) minimum $500 direct deposit to a USC Credit Union FlexSpend Checking Account during that month; (b) minimum $1,500 average daily balance maintained in the FlexSpend Checking Account during that month; (c) minimum $5,000 combined share account balance maintained at USC Credit Union every day during that month; and (d) minimum ten (10) USC Credit Union debit card transactions conducted during that month. No minimum opening deposit or minimum balance requirements otherwise applicable. This account earns no dividends.
2. For payroll that can be verified by the Credit Union to its reasonable satisfaction, your direct deposit paycheck may be made available up to two (2) to three (3) calendar days prior to your regular payroll deposit date.
3. FlexSpend Checking Account owners are provided access to approximately 32,000 fee-free nationwide COOP ATMs and to approximately 2,300 fee-free Citi Community Network ATMs. In addition, FlexSpend Checking Account owners are provided access to 5,200 fee-free nationwide Shared-Branching locations.
4. FlexSpend Checking Account owners are provided the following free services: free check writing, free debit card, free Mobile Banking, free Mobile Deposit, free Bill Pay, free Zelle, free eStatements, and free access to their credit score through online banking.
5. FlexSpend Checking Accounts are also provided Overdraft Protection services that cover your check, ACH, debit card, and ATM transactions if your account has insufficient available funds to cover the transaction, but we pay the transaction anyway, resulting in a negative balance. Overdraft Protection services are only provided for everyday (one-time) debit card transactions, if you have opted in to payment of such transactions. Each overdraft transaction covered under the Overdraft Protection service is subject to a $14 fee. We reserve the right not to pay any overdraft transaction, even if we have paid such transactions in the past, and also will only make the Overdraft Protection service available to members in good standing. You must repay any negative balance resulting from overdrafts, including any fees and charges, Balance Protection may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Balance Protection limit reinstated.

TERMS AND CONDITIONS APPLICABLE TO PREMIUMSPEND CHECKING ACCOUNTS:

1. A $8.95 monthly service fee applies, but the fee will be waived if you meet one of the following requirements in a month: (a) minimum $5,000 average daily balance maintained in the PremiumSpend Checking Account during that month; or (b) minimum $25,000 combined share account balance maintained at USC Credit Union every day during that month.
2. PremiumSpend Checking Accounts are subject to a variable rate. For the current dividend rate(s) and corresponding APY(s), refer to the separate Rate Sheet.
3. The minimum opening deposit for PremiumSpend Checking Accounts is $25.00. The minimum balances required to earn dividends are disclosed in our Rate Sheet
4. For payroll that can be verified by the Credit Union to its reasonable satisfaction, your direct deposit paycheck may be made available up to two (2) to three (3) calendar days prior to your regular payroll deposit date.
5. PremiumSpend Checking Account owners are provided access to approximately 32,000 fee-free nationwide COOP ATMs and to approximately 2,300 fee-free Citi Community Network ATMs. In addition, PremiumSpend Checking Account owners are provided access to 5,200 fee-free nationwide Shared-Branching locations.
6. PremiumSpend Checking Account owners are provided the following free services: free check writing, free incoming domestic wire transfers, free debit card, free Mobile Banking, free Mobile Deposit, free Bill Pay, free Zelle, free eStatements, optional free paper statements, one (1) complimentary financial review with a Trojan Wealth Management advisor, free non-network domestic ATM transactions (up to four (4) each month), free Credit Union cashiers checks (one (1) a month), free Credit Union notary services (one (1) a month), free temporary checks, and free access to their credit score through online banking.
7. PremiumSpend Checking Accounts are also provided Overdraft Protection services that cover your check, ACH, debit card, and ATM transactions if your account has insufficient available funds to cover the transaction, but we pay the transaction anyway, resulting in a negative balance. Overdraft Protection services are only provided for everyday (one-time) debit card transactions, if you have opted in to payment of such transactions. Each overdraft transaction covered under the Overdraft Protection service is subject to a $14 fee. We reserve the right not to pay any overdraft transaction, even if we have paid such transactions in the past, and also will only make the Overdraft Protection service available to members in good standing. You must repay any negative balance resulting from Balance Protection may be reduced if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within 32 days for a minimum of one business day. You must bring your account balance positive for at least one business day to have the full Balance Protection limit reinstated.
8. Only USC Credit Union certificate accounts opened after a PremiumSpend Checking Account is established are eligible for the additional 0.25% added to the dividend rate. Certificate accounts opened prior to the establishment of PremiumSpend Checking are not eligible for the this 0.25% increase.
9. Select new USC Credit Union loans opened by an owner of a PremiumSpend Checking Account will be eligible for a 0.25% APR discount on the loan rate for as long as the owner maintains the PremiumSpend Checking Account.
10. Any USC Credit Union closed-end or home equity line of credit mortgage loan application approved that was submitted by a PremiumSpend Checking Account owner will receive a $250 mortgage closing cost discount that will apply to Credit Union-imposed and third party closing costs.
11. PremiumSpend Checking Account owners, and their joint account owners are also provided access to Benefits including identity theft and credit tools, telehealth and health discounts, roadside assistance services, cell phone protection, and travel and shopping discounts, and more. PremiumSpend Checking Account owners, and their joint account owners are subject to the terms and conditions for the applicable Benefits. Some Benefits require authentication, registration and/or activation. Benefits are not available to a "signer" on the account who is not an account owner or to businesses, clubs, trusts, organizations and/or churches and their members, or schools and their employees/students. Please refer to the actual Guide to Benefit for complete details of coverage and exclusions. Coverage is provided through the company named in the Guide to Benefit. Guide to Benefit can be found online at ClubChecking.com or through the Club Checking mobile app.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS

1. We may, at our discretion, refuse to pay funds from this account:
    a. When such payment would draw the account below the minimum balance for the account as established from time to time by us.
    b. If drawn by means not authorized in advance by us.

c. Against checks presented over six (6) months past their issue dates.
d. Against uncollected non-cash items.

The credit union will not be held liable for refusing to pay funds from this account for the above reasons.

2. We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample Magnetic Ink Character Recognition (MICR) encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.
3. You, or any joint owner on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment through our Telephone Banking system, our Online Banking system, or you may ask us orally. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in our Schedule of Fees. If you make a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request. We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient available funds, we are not liable for any consequences resulting from such action.
4. Your death or in competence will not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if any of you die or become incapacitated.
5. In the event of wrongful dishonor which occurs by mistake, our liability will be limited to actual damages you prove.
6. We are neither given notice, nor otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.
7. You agree that in the event you draw a check on your account with us, that you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
8. We may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any owner of this account. You may not pledge any or all of the funds on deposit in your checking accounts as security for any loan(s).
9. You will notify us immediately at (213) 821-7100 if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.
10. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through a third party vendor, plus applicable sales tax and shipping costs at the fee set forth in the check printers catalog. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.
11. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the Schedule of Fees.
12. Paid checks remain the property of the Credit Union upon payment and are not returned to you with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. Imaged checks are also available on the Online Banking system. Copies will be subject to an assessment of a fee as set forth in our Schedule of Fees. If you have not ordered your USC Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. If at any time you should use checks printed by a check vendor that was not approved by us, we reserve the right to reject any check of poor quality.
13. You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). You agree that we are not required to identify post- dated or stale-dated checks or seek your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability.
14. All checks written on your account must be drawn in U.S. dollars.
15. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
16. You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is important that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.
17. "Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction, but we pay the transaction anyway, resulting in your available balance being less than $0. Your account has two (2) types of balances: the "actual balance" and the "available balance." 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 the following day. Your "actual balance" will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. 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; for transactions in which we apply a merchant authorization hold, we will use your available balance at the time of applying the authorization hold to determine whether you have sufficient funds to cover your transaction. 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 our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), 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; even if a merchant

does not submit a transaction for posting until after the authorization hold is released, we are required by card network rules to honor the prior authorization and will pay the transaction from your account at such times.. We do not determine and are not responsible for any hold amounts placed by merchant. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. A transaction can still result in an overdraft or NSF transaction even if it posts on the same day as a deposit to your account that is sufficient in amount to cover the transaction, if the deposit posts after the transaction has already posted and resulted in an overdraft transfer fee or NSF fee or if the deposited funds are subject to a hold (please see our funds availability disclosure for information regarding holds on deposits). You acknowledge that it is your responsibility to deposit funds that are available to cover all of your transactions within sufficient time to pay such transactions. If overdrafts are to be covered by a transfer of funds from your savings account(s), such transfer(s) will generally be made only if there are sufficient available funds on deposit in the savings account at the time of transfer and are subject to a fee as set forth in the Schedule of Fees. You agree that overdrafts, if paid in excess of funds in any savings account are payable on demand. Overdraft transfers from a loan amount are subject to the terms and conditions of the applicable loan agreement and are subject to a fee as set forth in the Schedule of Fees. Any items returned unpaid because of insufficient available funds will be subject to an insufficient fund fee. The items returned unpaid may be presented multiple times and each time it is presented while the account has insufficient available funds, an insufficient fund fee may be charged from the account. However, we will refund any additional insufficient fund fee charged on an item, so as to ensure that you are not charged more than one (1) insufficient fund fee on a single transaction; please note that our system may take a few days to refund any excess insufficient fund fee charged on an item. 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 (213) 821-7100.

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

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

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

    The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting order for each category of item(s), (i) establishing different posting orders for items within each category, and (ii) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i) and (ii) listed above at any time without notice to you. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that debits are most often presented for payment by merchants, and the Credit Union is not in control of when transactions are received.

PART III: FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at our ATMs may not be available until the second (2nd) business day after the day of your deposit.

Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5 p.m. PST (2:00 p.m. PST at ATMs) on a business day that we or a Shared Branch location are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5 p.m. PST (2:00 p.m. PST at ATMs) on a business day that we or a Shared Branch location are not open, we will consider that the deposit was made on the next business day we are open. Shared Branch locations are branches of other credit unions in the CU Service Center Network© that are not identified as our branches.

Longer Delays May Apply:

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the circumstances surrounding your deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first $275.00 of your deposit will be available on the first (1st) business day after the day of deposit.

If we are not going to make all of the funds from your deposit available on the first (1st) business day after the day of deposit, 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 or electronically deliver the notice, if you have agreed to receive notices from us in an electronic format by the business day after we receive your deposit. If you will need the funds from a deposit right away, please 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:

1. We believe a check you deposit will not be paid. Examples of circumstances in which we may have reasonable cause to doubt the collectability of a check include, but are not limited to, the following: (a) if we receive notice from the paying bank that a check was not paid and is being returned, we may doubt its collectability; (b) if we receive notice from the paying bank prior to presentment of the check that payment has been stopped on the check or that the drawer's account does not currently have sufficient funds to honor the check, we may doubt its collectability; or (c) if a check is deposited more than six (6) months after the date on the check, we may doubt its collectability. If we extend the time period for funds being available because we have reasonable cause to doubt a check's collectability, we will notify you of the reason that we believe the check is uncollectible.
2. You deposit checks totaling more than $6,725.00 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.
6. Your account has been opened for less than 30 days.

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.

Check Cashing:

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

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

Rules for New Accounts:
If you are a new member, the following rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first $6,725.00 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 (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725.00 will not be available until the fifth (5th) business day after the day of your deposit.

Deposits at Automated Teller Machines (ATMs):
Funds from any deposits (cash or checks) made at ATMs we own or operate will generally be available on the second (2nd) business day after the day of your deposit.

Funds from any deposits (cash or checks) made at ATMs we do not own or operate will be available on the fifth (5th) business day after the day of your deposit.

Special Notice Regarding Endorsement Standards:
The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2-inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

PART IV: FUNDS TRANSFER AGREEMENT AND NOTICE

Article 4A of the Uniform Commercial Code, as adopted by the State of California, Subpart B of Regulation J, as promulgated by the Board of Governors of the Federal Reserve, and Subpart B of Regulation E, as promulgated by the Consumer Financial Protection Bureau, are the laws and regulations that cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records. The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Funds Transfer Agreement and Notice ("Agreement"), the following words have the following meanings:

- "We," "us," "our" and "Credit Union" mean USC Credit Union.
- "You," "your" and "yours" mean each person (whether one or more persons) who has a deposit account with USC Credit Union and requests USC Credit Union to send a funds transfer to a designated beneficiary.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds- transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed, which for purposes of this Agreement, is the Credit Union. "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Fedwire" means the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve. Fedwire does not include the system for making ACH transfers.

This Agreement contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers will constitute your acceptance of all of the terms and conditions contained in this Agreement. To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. This Agreement applies to funds transfers as defined in Article 4Aofthe Uniform Commercial Code (Division 11 of the California Commercial Code), Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for domestic wire transfers is 12:00 p.m. PST and for international wire transfers is 12:00 p.m. PST, on each weekday that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut off time may be treated as having been received on the next business day and processed accordingly.
3. 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 owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing us with written notification of such change. Changes in Authorized Agents by you will be effective the business day following our receipt of written notice.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified at the time the payment order is requested of the security procedure(s), 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 the security procedure(s) established by the Credit Union unless you notify the Credit Union in writing that you do not agree to the specified security procedure(s). In that event, the Credit Union will have no obligation to accept any payment order from you or other Authorized Agents on the account until you and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with the security procedure(s) (or the security procedures as otherwise agreed, or as amended by us), you will be liable for payment of

the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you or by your Authorized Agent. If the Credit Union does not follow the security procedure(s), but can prove the transfer request was originated by you or your Authorized Agent, you will still be liable for the transfer amount plus transfer fees. You authorize the Credit Union to record electronically or otherwise any telephone calls relating to any funds transfer under this Agreement.

5. If you send or receive a wire transfer, Fedwire may be used. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. If you request a wire transfer to be sent to a beneficiary in a foreign country, your rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
6. If you give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number you provided the Credit Union.
7. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. For international funds transfers, you understand that you will receive a notice regarding your error resolution and cancellation rights at the time you request the international funds transfer, but prior to payment for the transfer.
9. Except to the extent prohibited under federal Regulation E Subpart B for international funds transfers, the Credit Union will not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent.
10. The Credit Union may give you credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree that if the Credit Union does not receive such final settlement it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.
11. 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 we provide.
12. 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 the Credit Union provides. You may, of course, inquire between receipts of periodic statements whether or not a specific funds transfer has been received. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify you of such rejection (including the reason given for rejecti on) by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request. For domestic funds transfers, you have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not affected. For international funds transfers, your right to cancel any such transfer will be set forth in a notice provided to you at the time you request the international funds transfer, but before you pay for the transfer. Generally, if you think there was an error in connection with your international funds transfer request, you must contact us within 180 days at (213) 821-7100 or www.usccreditunion.org. You may cancel an international funds transfer request within thirty (30) minutes of payment, unless the funds have been picked up or deposited.
13. If the Credit Union becomes obligated under Article 4Aof the Uniform Commercial Code (Division 11 of the California Commercial Code) to pay dividends to you, you agree that the dividend rate to be paid will 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.
14. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union will incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
15. The Credit Union will have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected and available funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Fees, which has been previously provided to you and is incorporated herein by this reference.
16. For international funds transfers, you understand that the Credit Union may disclose the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by us. In such case, we will disclose the exchange rate based on your request, even if the funds are ultimately received in a different currency. If you do not know the currency in which the funds will be received, or, if you request funds to be received in the currency in which the international funds transfer is funded, the Credit Union may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

    You further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on your representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer. Currency exchange rates offered by other dealers or shown at other sources (including online sources) may be different from our rates; and currency exchange rates can be highly volatile and may change frequently during a day. You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

    If an international funds transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union. Additionally, foreign transactions are often subject to fees assessed by foreign banks and their correspondent banks, and they may be processed and returned based on local laws and practices. The Credit Union has no control over those conditions, and you authorize the Credit Union to process any resulting charges or credits to your account.

17. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or in action and/ or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your Authorized Agent(s); or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

    Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to your direct loss and payment of interest. Under no circumstances will the Credit Union be liable for any lost profits,

consequential, indirect, punitive, or special damages which you may suffer in connection with this agreement and/or any funds transfer request.

18. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time by providing notice of such amendment to you in writing. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such amendments.
19. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder will be governed by and constructed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

Substitute Checks and Your Rights

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

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

What are Your Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever, is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund, plus interest if your account earns interest, within ten (10) business days after we receive your claim and the remainder of your refund, plus interest if your account earns interest, not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (213) 821-7100 or USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718. You must contact us within forty (40) calendar days of the date that will be mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

PART V: ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This Part V of the Agreement and Disclosure sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, mobile access, direct deposits, mobile deposits, automated teller machines (ATMs), MasterCard® Debit Card and audio response telephone banking. Your acceptance, retention, or use of an ATM Card, MasterCard Debit Card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between us and you as described below. These disclosures are given by us in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693 et seq.) and Regulation E (12 CFR 1005 et seq.) to inform you of certain terms and conditions for use of the electronic services described in this Agreement and Disclosure.

At the present time, we offer the following electronic services:

- Preauthorized deposits of net paycheck;
- Payroll deductions;
- Automated Clearing House (ACH) transfers from other financial institutions;
- Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
- Preauthorized withdrawals for bill payments and other recurring payments;
- Automated Teller Machine (ATM) EFT services at Credit Union-owned (proprietary) ATMs and on Shared Network ATMs such as the CO-OP Network, Star®, Cirrus®, MasterCard® and such other systems as may be added from time to time;
- Audio Response Telephone Banking;
- Online Banking;
- MasterCard Debit Card (including PIN and signature- based transactions);
- Electronic Check Transactions;
- Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used;
- Mobile Banking; and
- Mobile Deposit.

General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections. Your use of the electronic services is subject to our approval.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure:

Our business days are Monday through Friday, except federal holidays. Our business hours are 9:00 a.m. to 5:00 p.m. PST, Monday through Friday. Branch hours and holiday schedules may be obtained through our website (www.usccreditunion.org) or by contacting us at (213) 821- 7100. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Some ATMs may not be accessible after business hours or overnight, depending on location and security factors. Please contact us for further details. Telephone Banking, Online Banking and the Bill Pay system, are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties:

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in the following circumstances:

1. When it is necessary to complete an electronic transaction;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency, court order, or any legal process; or
4. If you give us permission in writing.
20. Further information regarding our privacy practices can be found in our privacy policy, and on our website, at www.USCCreditUnion.org.

Right to Receive Documentation of Transactions:

1. **Terminal Transfers.** In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that a receipt need not be made available to you if the amount of the transfer initiated at an electronic terminal is $15 or less.
2. **Periodic Statements.** You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized. A fee may be charged for each periodic statement mailed as set forth in the Schedule of Fees.
3. **Online Banking Transactions.** You may print a record of any individual transaction conducted through Online Banking at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A fee may be charged for such a paper copy as set forth in the Schedule of Fees.

Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting:

You are responsible for all transfers you authorize using the electronic services described in this Agreement and Disclosure. If you permit other persons to use your ATM Card, MasterCard Debit Card, or PIN, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your ATM Card, MasterCard Debit Card, or your ATM Card PIN, MasterCard Debit Card PIN, Telephone Banking PIN or Online Banking PIN (collectively "Card(s) and/or PIN(s)") have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). However, if you believe your Card(s) and/or PIN(s) have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Card(s) and/or PIN(s) to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card(s) and/or PIN(s) and we can prove we could have stopped someone from using your Card(s) and/or PIN(s) 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, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

Special Notice to MasterCard Debit Cardholders:

If you are using a MasterCard Debit Card for transactions that take place on the MasterCard network system, you understand that MasterCard Operating Regulations provide for $0 liability ("Zero Liability") for losses from unauthorized (fraudulent) activity, provided that: (1) you can demonstrate that you exercised reasonable care in safeguarding your card from the risk of loss or theft; and (ii) upon becoming aware of a loss, you promptly report the loss or theft to us. Zero Liability does NOT apply to ATM transactions using your PIN outside the U.S. You must provide us a written statement regarding any claim of unauthorized MasterCard Debit Card transactions.

If you notify us of unauthorized transactions which were processed through MasterCard, we will provide provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received. "Unauthorized" means the use of your MasterCard Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

How to Notify the Credit Union in the Event of an Unauthorized Transaction:

If you believe your Card(s) and/or PIN(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you may telephone us at: (877) 670-5860, send us a secure email via Online Banking or write us at: USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718.
You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

"Unauthorized Transactions" Defined:

Please note that the term "unauthorized transaction", also referred to as an "unauthorized transfer" or "unauthorized electronic fund transfer", has the same meaning as defined in federal Regulation E, 12 CFR § 1005.2(m). The term means an electronic fund transfer from a consumer's account initiated by a person other than the consumer without actual authority to initiate the transfer and from which the consumer receives no benefit.

Your Responsibility for Transactions You Initiate:

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

In case of errors or questions about your electronic services transactions:

In case of errors or questions about your electronic services transactions, telephone us at (213) 821-7100, send us a secure email via Online Banking or write us at: USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718 as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and do not receive it within ten (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. Your account is considered a "new account" for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make or Complete Electronic Fund Transfers:

If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

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

There may be other exceptions not specifically mentioned above.

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

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/ORSERVICE.

Personal Identification Numbers (PIN):

You understand that you cannot use your ATM Card, MasterCard Debit Card, Telephone Banking, or Online Banking without the applicable identification number which we refer to as a PIN. However, some merchants use signature- based debit card transactions and may require your signature instead of a PIN. You are responsible for the safekeeping of your PIN(s) provided by us or selected by you and for all transactions by use of a PIN. Your use of a PIN is your authorization to us to withdraw funds from your share account or checking account to cover such transactions. Your PIN(s) is confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN. If you disclose your PIN(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed.

Fees for Electronic Fund Transfers:

All fees associated with your EFTs are disclosed in our Schedule of Fees https://www.usccreditunion.org/fees
which accompanies this Agreement and Disclosure and is incorporated herein by reference. Any fees charged will be deducted from your checking or regular share account. The Credit Union reserves the right to impose fees at a future date after we give you notice of such charges as required by law. The items returned unpaid may be presented multiple times and each time it is presented while the account has insufficient available funds, an insufficient fund fee will be charged from the account.

If you have been issued an additional card (whether an ATM Card or MasterCard Debit Card) for a joint owner or authorized user on your account, any applicable transaction fees outlined in our Schedule of Fees will be based on combined transactions. Transactions from more than one account or additional transactions from the same account during a single access will be counted as multiple transactions. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

If you use an ATM that is not operated by us, you may be subject to additional fee(s) imposed by another financial institution, merchant and/or by an automated transfer network. You may be charged a fee fora balance inquiry whether or not you complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.

Verification:

All transactions affected by use of ATMs, POS terminals, Telephone Banking, Electronic Check Transactions, Online Banking, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or PIN(s), or as otherwise authorized under this Agreement and Disclosure.

Termination of Electronic Services:

You may, by written request, terminate any of the electronic services provided for in this Agreement and Disclosure. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We reserve the right to terminate this Agreement and Disclosure and your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient available funds in any one of your accounts or if any of your accounts are not in good standing as defined in our Member Conduct and Limitation of Services Policy. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient available funds in your account(s) to cover any fees and other transfers and debits. If you ask us to terminate your account or your access to any of the electronic services, you will remain liable for subsequent transactions performed on your account. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

Notice and Communications:
Except as otherwise provided in this Agreement and Disclosure, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through Online Banking if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices, via Online Banking or by sending a written and signed notice to USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051.

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

Relationship to Other Disclosures:
The information in this Part IV applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised by us from time to time, continue to apply, except to the extent expressly modified by this Agreement and Disclosure.

Account Access:
Your accounts, ATM Card, MasterCard Debit Card, and any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not utilize your accounts, ATM Card, MasterCard Debit Card, or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA):
In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, we will ask you provide evidence of your legal capacity to do so.

Recording of Phone Calls:
You authorize us and our agents to record any phone call between you and us concerning the electronic services.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:
YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERRORFREE.

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

Your Agreement to Indemnify us:

Except to the extent that the Credit Union is liable under the terms of this Agreement and Disclosure or another agreement governing the applicable account, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement and Disclosure by you;
- your violation of any law or rights of a third party; or
- the provision of the electronic services or use of the electronic services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the electronic services by you or a joint account owner or other authorized person.

Copy Received:
By signing the Credit Union's Account Signature Card for your account or using your account or any service we provide, you will be considered to have received and agreed to this Agreement and Disclosure.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSITS
If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company (from your employer, the federal government or other payer), the following information applies to you:

Account Access:
Preauthorized deposits may be made only to your checking or savings accounts.

Notification of Preauthorized Deposits:
If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (877) 670-5860 and we will advise you whether or not the preauthorized deposit has been made. You may also use Telephone Banking or Online Banking to confirm whether the deposit has been made.

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

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

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES
If you have requested a preauthorized payment to a third party from any Credit Union account, the following applies to you:

Account Access:
Preauthorized payments may be made from your checking account(s) only. If your preauthorized payment due date is scheduled to occur on anon-business day, it will be sent out the previous business day.

Right to Receive Documentation of Preauthorized Payment:

1. Initial Authorization: You can get copies of the preauthorized payment documentation from the party receiving the payment at the time you give them the initial authorization.
2. Notice of Varying Amount: If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each such payment when it will be made and how much it will be. You may agree with the party being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
3. Periodic Statement: You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made. A fee may be charged for each periodic statement mailed as set forth in the Schedule of Fees.

Right to Stop Preauthorized Payment:
If you want to stop a preauthorized payment or revoke a preauthorized payment authorization, you must call us at (213) 821-7100, or write to us at USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment from your account 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. An oral request to stop payment ceases to be binding after fourteen (14) days if you have not provided us with any required written confirmation of your request. We will charge you for each stop payment order you give pursuant to our current Schedule of Fees. Such stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

Our Liability for Failure to Stop Payment:
If you order us to stop one of your preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

ADDITIONAL DISCLOSURES APPLICABLE TO TELEPHONE BANKING
Telephone Banking is a service that allows you to perform monetary transactions and account balance inquiries without assistance from our staff. We refer to this service as Telephone Banking. You will actually "talk" directly with our computer through the use of a touch-tone phone. Telephone Banking is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties.

Telephone Banking Personal Identification Number (PIN):
You must have a PIN to access Telephone Banking, which we will initially provide to you. Before conducting your first transaction, you must select a new PIN. You are responsible for the safekeeping of your Telephone Banking PIN provided by us, or as changed by you, and for all transactions made by use of Telephone Banking. This PIN will be different from your ATM or MasterCard Debit Card PIN. You must notify us immediately by phone and send written confirmation if your Telephone Banking PIN is disclosed to anyone other than any joint owner of your account. You understand and agree that you must change your Telephone Banking PIN immediately to prevent transactions on your account if anyone not authorized by you has access to your Telephone Banking PIN. If you disclose your Telephone Banking PIN to anyone, however, you understand that you have given them access to your account(s) via Telephone Banking and that you are responsible for any such transactions. You further understand that your Telephone Banking PIN is not transferable, and you will not disclose your Telephone Banking PIN or permit any unauthorized use thereof. If the wrong PIN is entered three (3) times consecutively, your access to Telephone Banking will be restricted and you will need to contact us to restore access. We are authorized to act on any instructions received under your Telephone Banking PIN.

Types of Available Transactions:
You may use Telephone Banking to:

1. Make transfers between your accounts;
2. Make inquiries regarding account and loan balances;
3. Obtain loan payment due date and pay off information;

4. Make loan payments by transferring the amount of the payment due from your savings or checking account;
5. Request a withdrawal from your savings, money market, and checking accounts (except from IRAs or from the principal of a Share Certificate Account) or advances on your Personal Line of Credit by Credit Union check mailed to your address of record in the name of the member appearing first on the Account Signature Card;
6. Make inquiries regarding payroll deposits or other preauthorized deposits; and
7. Place stop payment orders on checks you have written from your Credit Union checking account that have not cleared, subject to the fees stated in our Schedule of Fees. The Credit Union must be provided adequate time to stop payment on any check. Under normal conditions, stop payment orders placed before 5:00 p.m. PST on a business day will become effective that same day, and orders placed after such time will become effective the next business day.

We may offer additional services in the future and, if so, you will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions:
Account withdrawals to you through Telephone Banking are unlimited to the extent you have funds available in your account(s), or available credit from your Personal Line of Credit or credit card account, and there are no dollar limitations on transfers. However, the frequency of telephone transfers is limited pursuant to Regulation D restrictions as disclosed in this Agreement and Disclosure. Transfers and loan payments performed before 5 p.m. PST on a business day will be posted the same day. Transfers and loan payments performed after 5 p.m. PST will be posted the next business day.
For security reasons, in the event your Telephone Banking PIN is lost or stolen there may be restrictions on transactions you can conduct using the service.

Withdrawal Checks:
Credit Union checks are prepared for withdrawals requested using Telephone Banking. We will mail these checks to you at your last address of record. Checks requested before 9:00 a.m. PST on any business days will be mailed on the same day. Transactions completed after 9:00 a.m. PST on any business day will not be mailed until the following business day.

ADDITIONAL DISCLOSURES APPLICABLE TOONLINE BANKING AND THE BILL PAY SERVICE
Online Banking is our electronic banking service that allows access to your accounts without assistance from our staff by using our Internet website and your Online Banking PIN. Online Banking is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. The Bill Pay Service is an electronic method of paying bills. You must have a checking account with us to use this service. If you would like to take advantage of these online services, visit our website and enroll with your eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using Online Banking and the Bill Pay Service will be provided when you enroll.

ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE BANKING
Mobile Banking is a personal financial information management service that allows you to access your Credit Union account information, products and services similar to Online Banking and engage in such other financial transactions using compatible and supported mobile devices. All features and services available through Online Banking may not be available via Mobile Banking. Mobile Banking is subject to the terms and conditions of the Mobile Banking Service, which will be provided to you when you enroll.

ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE DEPOSIT
Mobile Deposit is designed to allow you to make deposits to your designated eligible accounts using a compatible mobile wireless device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to us. The Mobile Deposit service is subject to the terms and conditions of the Mobile Banking Service Agreement which will be provided to you when you enroll in the service.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS AND MASTERCARD DEBIT CARDS
In this section, "Card" refers to your USC Credit Union ATM Card or MasterCard Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you, unless otherwise noted. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a Card and a PIN.

Account Access:
You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card. You understand that your Card is not a credit card and does not provide "credit" which means that you may not defer payment of Card transactions. You understand that some participating merchants (such as hotels, car rental companies, restaurants, and gas stations) may electronically seek validation of the Card and/or preapproval of the anticipated purchase amount. Such an anticipated purchase amount will often differ from the amount of the actual purchase transaction, because the merchant may be unaware of the actual transaction amount when the Card is swiped (such as when you add a tip at a restaurant, after the Card is swiped). The hold may remain in effect from the time the preapproval or validation request is received by us to the time the merchant item is presented. The amount of the actual purchase is then deducted from your checking account. An ATM Card can be linked to either a savings or checking account. An ATM Card may be used at ATMs and at POS terminals at any business establishment where the ATM Card is accepted.

Types of Available ATM Transactions:
Transaction types and services may be limited on certain ATMs on the systems which we do not own (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

You can use your Card to perform the following ATM transactions:
1. Make deposits to your savings, money market, or checking account at our proprietary ATMs (and some designated CO-OP Network ATMs).
2. Withdraw cash from your savings, money market, checking and loan accounts.
3. Transfer funds between your savings, checking, and loan accounts.
4. Make loan payments made by cash, check, or by transfer of funds from your savings account(s), money market account(s), or checking account(s) at our proprietary ATMs (and some shared network ATMs).
5. Make balance inquiries at our proprietary ATMs (and some shared network ATMs).
6. Initiate advances on your line of credit account at our proprietary ATMs.
7. Initiate advances on your MasterCard line up to your available credit limit using a MasterCard credit card at ATMs displaying the MasterCard logo. We may offer additional ATM services in the future and, if so, you will be notified of them. Unless otherwise noted, the above services are generally available at ATMs on the Star®, PLUS®, MasterCard, CO-OP Network and shared network systems. Services, however, may be restricted on certain ATMs on the systems which we do not own.

Deposits:
You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day.

ATM Transaction Fees:
You understand that transactions from network ATMs may be subject to Credit Union fees as disclosed in the Schedule of Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Any fees charged

will be deducted from your checking or savings account.

Transaction Limitations:

1. ATM Card Transactions. You understand and agree that you may use your ATM Card and PIN in any of our network ATMs and such other machines or facilities as we may designate to withdraw funds, as long as your available balance will cover the transaction.
2. MasterCard Debit Card Transactions. You understand and agree that you may use your MasterCard Card and PIN in any of our network ATMs and such other machines or facilities as we may designate to withdraw funds, as long as your available balance will cover the transaction. Notwithstanding the foregoing, you understand that withdrawal limitations may vary between shared networks and individual ATMs. You may also use your MasterCard Debit Card and PIN at a POS terminal at any business establishment where the MasterCard Debit Card is accepted, as long as your available balance will cover the transaction.
3. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, at our sole discretion. ATM and POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.
4. Minimum withdrawal amounts and increment amounts may vary depending on the shared network or ATM you access. For example, the minimum withdrawal and increment amount on some shared network machines is generally $20.
5. For security reasons, in the event your Card or PIN is lost or stolen, there may be restrictions on transactions you can make at the ATMs.

Authorization Holds for MasterCard Debit Card Transactions:
When you use your MasterCard Debit Card to pay for goods or services, the merchant may seek our prior authorization for the transaction, at which time we will generally place a hold on some or all of the funds in your account for up to three (3) business days or until the transaction is paid from your account. This hold will reduce the available funds in your account.

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

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

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

Overdraft to Line of Credit:
You understand that if you have an overdraft line of credit in conjunction with your checking account, then you may use that line of credit to fund any overdraft on your checking account, including overdrafts caused by ATM or POS transactions. You understand that you may not otherwise use your ATM card or MasterCard Debit Card to overdraw your savings account or checking account. However, if you do overdraw, you authorize us to cover the overdraft as follows:

1. Overdrawn Share Account: We will withdraw funds from your checking account or make a cash advance from your line of credit account, if any, or make a withdrawal from other accounts on which you are a joint owner.
2. Overdrawn Checking Account: We will make a cash advance from your line of credit account, if any, or withdraw funds from your savings account or make withdrawals from other accounts on which you are a joint owner.

However, we do not authorize and pay overdrafts for any internal automatic bill payments, such payments on USC Credit Union secured and unsecured loans.

All overdraft transfers are subject to a fee, which is set forth in our Schedule of Fees. There is no limit on the amount of overdraft fees we can charge you for paying overdrafts as long as the funds are available for transfer from an overdraft transfer source you designate.

Authorized Use – Card and PIN:
Both the Card and a PIN will be required each time you use an ATM, engage in a POS or other EFT. You agree to memorize your PIN and you will not write it on the Card(s). If you forget the PIN, you may contact us at (213) 821-7100 or visit any branch location and we will issue a Replacement PIN. You must observe the following conditions for both the privacy and protection of your account and the system:

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

Safety at the ATM:
You understand that you should use caution at all times when using an ATM. Some precautions you can take are:

1. Avoid ATMs that are obstructed from view or unlit at night;
2. Observe the area for anything unusual or suspicious;
3. When possible, bring a companion along, especially at night;
4. Lock your vehicle when you leave it;
5. Have your Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM;
6. Avoid counting your cash at the ATM;
7. Lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM;
8. Prevent others from seeing you enter your PIN by using your body to shield their view; and
9. Do not accept assistance from anyone you do not know when using an ATM.

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

Ownership of the Card:
You may request one card to access your account(s) without a charge. If your Card is lost or stolen, you may also be charged a Replacement Card Fee as stated in the Schedule of Fees. The Card remains our property and you agree to surrender it to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if: (1) any of your accounts are overdrawn; (2) you use your Card in a manner which may cause a loss to us; (3) your account is inactive, which is defined by us as an account that has had no member-initiated transaction activity for ninety (90) consecutive days; (4) any mail sent to your address is returned to us as undeliverable; (5) any email sent to you by us is returned as undeliverable; (6) we are aware that you have violated any term of this Agreement and Disclosure, whether or not we suffer a loss; or (7) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

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

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

Foreign Transactions (MasterCard Debit Card):
Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your MasterCard Debit Card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference. You may be charged 8/10ths of 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries, and if your transaction is also initiated in a foreign currency you will be charged an additional 2/10ths of 1.00% calculated on the final converted settlement amount. Please note that your transactions that are initiated by you here in the United States but processed by a merchant in another country will be subject to the foregoing charges for foreign transactions even though you initiated the transaction here in the United States.

Card Claims and Transaction Questions:
When you authorize other parties to debit your checking account, you are responsible for these transactions. Thus, you will have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your MasterCard Debit Card must be resolved by you directly with the merchant or seller who accepted the MasterCard Debit Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your MasterCard Debit Card.

Digital Cards:
The Credit Union may make available a digital credit card, digital debit card, virtual card number, tokenized credential, or other electronic payment credential ("Digital Card") for an eligible consumer or business account. If we issue a Digital Card to you, after completing any required identity, authority, fraud, sanctions, and eligibility checks, you may initiate electronic fund transfers using a Digital Debit Card or advances on your credit card account using a Digital Credit Card (as applicable), within our Credit Union mobile banking application or by adding the Digital Card to a third party digital wallet (e.g., Apple Pay, Google Wallet, or Samsung Wallet). A Digital Card may be available before a physical Card. It may have the same or a different card number, expiration date, or security code. Separate limits may apply to the Digital Card, including the merchants where it may be used, how and where it can be used, and transaction amounts. We may decline, delay, suspend, replace, or revoke a Digital Card or related Token for security, legal, operational, account-status, or risk reasons. Provisioning a digital wallet may create a wallet-specific Token with a different last four digits, allowing you to use the Digital Card within the digital wallet. A "Token" means a substitute account number or other credential used instead of the underlying card number.

You agree to protect each mobile device, tablet, or computer (each, a "Device"), or passcode, biometric profile, wallet credential, card number, security code, and authentication factor that may allow access to the Digital Card or wallet. You agree to not share credentials or allow another person to enroll their biometric identifier on a Device used for your Digital Card unless you intend to authorize that person to use the card, and to use supported software, security updates, device lock, and available remote-lock or erase features on each Device. You will not use a rooted, jailbroken, compromised, or fraudulently altered Device. You will promptly remove the Digital Card before selling, transferring, or surrendering a Device. Contact us immediately at (877) 670-5860 if a Device or Credential is lost, stolen, compromised, or used without authority.

A digital wallet provider, device manufacturer, mobile carrier, merchant, card network, or other third party may impose separate terms, fees, eligibility requirements, privacy practices, availability limits, and security procedures. We do not control those services and are not responsible for their availability or performance except as required by law. A Token may be suspended or deleted without closing the underlying account. Removing a Digital Card from one Device or wallet does not necessarily cancel pending transactions, recurring payments, merchant tokens, other Devices, or the underlying card account. You must update merchants when a credential changes.

Any electronic fund transfer initiated by Digital Debit Card is subject to federal Regulation E, and you may have protection from unauthorized transaction liability as provided for under Regulation E and this Agreement and Disclosure. Any credit card transaction initiated by Digital Credit Card is subject to federal Regulation Z, and you may have protection from unauthorized transaction liability as provided for under Regulation Z and the terms of your Credit Union credit card agreement.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

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

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

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

Account Access:
Electronic Check Transactions may be made from your checking account or money market accounts (subject to account transfer limitations as outlined in the Money Market Section).

Limitations on Dollar Amounts of Transactions:
You may make Electronic Check Transactions only to the extent that you have available funds in your checking account, plus available funds in your designated overdraft sources.

Overdraft to Line of Credit:
You understand that if you have an overdraft line of credit (available on approved credit) in conjunction with your checking account, then you may use that line of credit to fund any overdraft on your checking account, including overdrafts caused by Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your checking account, however, if you do overdraw, you authorize us to cover the overdraft on your checking account by making a cash advance from your line of credit, if any, or withdraw funds from your savings account or money market account or make a withdrawal from other accounts on which you are a joint owner.

Fees Not Covered by Overdraft Services: Overdraft services are not available to cover general fees, wire transfer fees, share account fees, card fees, or overdraft coverage fees.

Any overdraft we pay is due and payable immediately and may result in the termination of your account.

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

ADDITIONAL DISCLOSURES APPLICABLE TO CREDIT UNION SERVICE CENTERS

You may use the network of Credit Union Service Centers (CUSC) throughout the United States to perform the following transactions:

1. Make deposits and withdrawals from your accounts.
2. Make loan payments or obtain advances on your line of credit account.
3. Make balance inquiries.
4. Purchase money orders.
5. Obtain MasterCard cash advances.
6. Transfer funds within your accounts at the Credit Union.

Limitations on Transactions:
You must have your account number and proper identification to transact at CUSC. The maximum cash withdrawal is $500 per day. Funds deposited at CUSC may not be available for immediate withdrawal. Please refer to our Funds Availability Policy for further information. Check holds cannot be removed at CUSC.

PART VI: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

The privilege of USC Credit Union services available to members must be reserved for members in "good standing". You acknowledge and agree the purpose of this policy is to protect the member-owners, employees and volunteers of the Credit Union. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's member-owners, employees and volunteers. The Credit Union is committed to treating its member-owners, employees and volunteers with respect. This policy extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.

This policy also defines what constitutes a "monetary loss" and "abusive behavior" which may serve as a basis for limiting or suspending member services.

This policy extends to any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you.

You will not be considered to be in "good standing" with this Credit Union if:

1. You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a "monetary loss" (defined below);
2. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
3. You engage in "abusive behavior" (defined below)

The determination of whether you are in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

1. "Member services" are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members.
2. A "monetary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
    a. For loans: the monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
    b. For shares: monetary loss is defined as the negative balance in the share account written off as uncollectible.
3. "Abusive behavior" includes, but is not limited to, any of the following conduct:
    a. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
    b. Any form of action which may constitute harassment under the Credit Union's harassment policy.
    c. Making false or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
    d. Conducting or attempting to conduct any fraudulent, high risk, dishonest or deceptive activity involving Credit Union employees or Credit Union services.
    e. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
    f. Deliberate or repeated violations of security procedures or safety rules.
    g. Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.
    h. Engaging in transactions that we reasonably believe pose a risk of loss to the Credit Union, such as deposits of checks or ACH transactions that are returned

unpaid due to insufficient funds or closed accounts.

This list is non-exhaustive and used only as an example of types of behavior that may be viewed as “abusive” by the Credit Union.

POLICY

Any or all of the following actions may be imposed against a member who is deemed to be “not in good standing”:

1. Suspension or denial of all services, other than the right to maintain a non- dividend bearing share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to the Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared branching network and revoking any shared branching privileges.
5. Taking any other action deemed appropriate under the circumstances that is not precluded by the NCUA Rules and Regulations, the Credit Union’s Bylaws, or other applicable federal or state law.
6. Suspending specific services based on the member conduct involved, such as preventing ATM deposits, mobile deposits, or shared branch transactions if a member deposits bad checks or initiates ACH transactions through online banking that are returned unpaid due to insufficient funds or a closed account.

In the case of continued abusive behavior, as defined above, or an extremely abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.

You acknowledge that in order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/or provide us with your contact information in accordance with this Agreement and Disclosure and any applicable loan document.

These limitations will not prohibit you from exercising your rights under federal or state law or regulation.