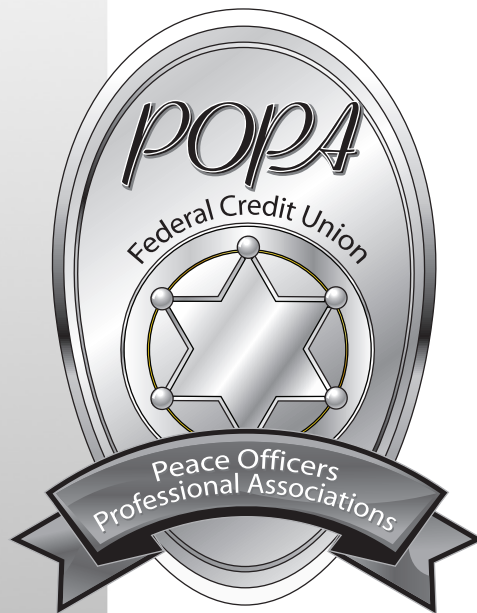


# About Your Accounts

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**POPFA** *Peace Officers Professional Associations*  
**Federal Credit Union**

13304 Alondra Blvd.

Cerritos, CA 90703

(800) 369-7672

[www.popafcu.org](http://www.popafcu.org)

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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

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

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

## INFORMATION REGARDING MEMBER IDENTIFICATION

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

**What this means for our Members:** 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 objects.



## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### PAR VALUE

The par value of a share in the POPA Federal Credit Union is \$10.00.

### ACCRUAL OF DIVIDENDS

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

If you close your share or share draft account before dividends are credited, you will not receive accrued dividends.

### DIVIDEND RATES

The dividend rate and annual percentage yield on our share, share draft and share certificate accounts are stated on the Rate Schedule accompanying this Disclosure.

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### BALANCE INFORMATION

We compute the balance in our share, share draft and share certificate accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### BYLAW REQUIREMENTS

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of one share within six (6) months of his admission to membership, or within six (6) months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within six (6) months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

### **POPA FEDERAL CREDIT UNION LIMITATION OF MEMBER SERVICES FOR MEMBERS WHO ARE NOT IN GOOD STANDING**

The Board of Directors of POPA Federal Credit Union has determined that the privilege of certain credit union services must be reserved for members who are in "good standing" with the Credit Union. A member will not be considered to be in good standing with our Credit Union if the member:

1. Fails to comply with the terms and conditions of any lawful obligation with the Credit Union and causes the Credit Union to suffer a pecuniary loss;
2. Manipulates or otherwise abuses Credit Union services or products to the detriment of the Credit Union's membership; or
3. Engages in threatening, disruptive, harassing or illegal behavior or otherwise injures any person or property while on Credit Union premises or at any Credit Union functions.

### **RESTRICTION OF SERVICES**

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

The Credit Union may take action to limit services to borrowers who become 45 days or more delinquent on a loan or credit obligation with the Credit Union. This may include, but is not limited to, certain mobile and online banking services, and/or shared branch access. These restrictions may also apply to joint owners and authorized users of an affected account, product or service.

Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here. Any restriction of services will be reasonably related to the nature of the Member's conduct. A Member will be provided reasonable advance written notice before any restriction of services is implemented, unless circumstances warrant more immediate action.

### **REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT**

You (except members under 18 years of age) must open a Regular Share Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.

### **CHANGES IN TERMS AND CONDITIONS**

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

### **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

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

## ABOUT OUR SHARE ACCOUNTS

POPA Federal Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Regular Share, Sub-Shares, Holiday Club, K-9 Savers and IRA Accounts.

### **RATE INFORMATION**

Our share accounts are designated as variable rate accounts on the Rate Schedule. This rate and yield may change at any time as determined by the credit union board of directors.

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the share accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **TRANSACTION LIMITATIONS**

According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

#### **➔ *Regular Share Account***

The Regular Share Account is a variable rate tiered share account. For members under 18 years of age, a parent or legal guardian must be a joint owner on the account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Regular Share Account is \$10. You must maintain the minimum balance of \$50 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$10 to avoid the service fee stated on the Fee Schedule and to avoid closure.

#### **➔ *Sub-Shares Account***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Sub-Shares Account is \$10. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

#### **➔ *Holiday Club Account***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Holiday Club Account is \$5. You must maintain the minimum balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$5 to avoid the service fee stated on the Fee Schedule and to avoid closure. After disbursement, you may keep your Holiday Club Account open by making a new minimum deposit of \$5.

### **TRANSACTION LIMITATIONS**

Your Holiday Club Account may be opened at any time. During the first week of November, the full available balance will automatically be transferred to your Regular Share Account. No withdrawals may be made prior to the first week of November. If a withdrawal is necessary, the full balance must be withdrawn and the account will be closed.

#### **➔ *K-9 Savers Account***

The K-9 Savers Account is offered to eligible members between 0-17 years of age. Upon reaching 18 years of age, the K-9 Savers Account will convert to a Regular Share Account. A parent or legal guardian must be a joint owner on the account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your K-9 Savers Account is \$10. You must maintain the minimum balance of \$50 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must maintain the minimum balance of \$10 to avoid closure.

#### **➔ *IRA Share Accounts (Traditional and Roth)***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your IRA Share Account is \$5. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

## **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **ABOUT OUR SHARE DRAFT ACCOUNTS**

POPA Federal Credit Union offers the following share draft accounts which let you withdraw your money and write checks against your account at any time. Our share draft accounts are the Regular Share Draft, 2nd Chance Checking and Bulldogs Checking accounts.

### **RATE INFORMATION**

Our share draft accounts are designated as variable rate accounts on the Rate Schedule. This rate and yield may change at any time as determined by the credit union board of directors.

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the share draft accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **➔ *Regular Share Draft Account***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Regular Share Draft Account is \$50. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

#### **ACCOUNT LIMITATIONS**

Account opening and the issuance of an ATM Card or MasterMoney Debit Card is subject to Account Joint Owner verification through credit reporting agencies and Credit Union approval.

### **➔ *2nd Chance Checking Account***

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your 2nd Chance Checking Account is \$50. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate Schedule. There is a monthly service fee as state on the Fee Schedule.

#### **ACCOUNT LIMITATIONS**

If there are no non-sufficient funds or negative balance activity for twelve (12) months, the 2nd Chance Checking Account may be converted to the Regular Share Draft Account at the member's request.

A Mastercard Debit Card is not available for this account.

Account opening and the issuance of an ATM Card or MasterMoney Debit Card is subject to Account Joint Owner verification through credit reporting agencies and Credit Union approval.

### **➔ *Bulldogs Checking Account***

The Bulldogs Checking Account is offered to eligible members between 14-17 years of age. Upon reaching 18 years of age, the Bulldogs Checking Account will convert to the Regular Share Draft Account. A parent or legal guardian must be a joint owner on the account.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Bulldogs Checking Account is \$50. There is no minimum balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

#### **ACCOUNT LIMITATIONS**

Account opening and the issuance of an ATM Card or MasterMoney Debit Card is subject to Account Joint Owner verification through credit reporting agencies and Credit Union approval.

## **ABOUT OUR SHARE CERTIFICATE ACCOUNTS**

POPA Federal Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are the Regular Share Certificates and IRA Share Certificate accounts.



## **ANNUAL PERCENTAGE YIELD**

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

## **MATURITY**

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

## **RATE INFORMATION**

Our Share Certificates and IRA Share Certificates are designated as fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity.

## **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited at monthly. For the Regular Share Certificates and IRA Share Certificates, the dividend period is monthly.

## **RENEWAL OF ACCOUNT/GRACE PERIOD**

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

## **ACCOUNT LIMITATIONS**

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

## **EXCEPTIONS TO PENALTIES**

The penalties stated in the Regular Share Certificate and IRA Share Certificate accounts section will not apply if:

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

## **➔ *Regular Share Certificate Accounts***

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Regular Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **PENALTY FOR EARLY WITHDRAWAL**

We may impose a penalty if you withdraw all of the funds from your account before the maturity date. The penalty imposed shall be forfeiture of an amount equal to all dividends for ninety (90) days. An early withdrawal could reduce your initial investment.

## **➔ *IRA Share Certificate Accounts (Traditional and Roth)***

The IRA Share Certificates are offered with a twenty-four (24) or thirty-six (36) month term.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Share Certificate or IRA Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **PENALTY FOR EARLY WITHDRAWAL**

We may impose a penalty if you withdraw all of the funds from your account before the maturity date. The penalty imposed shall be forfeiture of an amount equal to all dividends for ninety (90) days. An early withdrawal could reduce your initial investment.

## **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

# ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

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

## **PERSONAL IDENTIFICATION NUMBER**

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

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

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

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

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

## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS**

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



## **SPECIAL NOTICE TO MASTERCARD® DEBIT CARDHOLDERS**

If there is an unauthorized use of your Mastercard Debit Card then your liability will be zero (\$0.00) so long as you have exercised reasonable care in safeguarding your card from risk of loss or theft and upon becoming aware, you have promptly reported the loss or theft to the Credit Union.

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us promptly of any unauthorized use, but no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to Mastercard branded cards issued to entities that are not natural persons, or issued for a commercial purpose unless the card is issued for a "small business" program as described on Mastercard's website, or issued until the person's identification is registered by or on behalf of the card issuer in connection with such issuance and/or sale which registration may include customer identification program requirements. If applicable law imposes a greater liability or a conflicting obligation, such applicable law shall govern.

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

If you believe your ATM Card, Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 800.369.7672 or write to us at 13304 Alondra Blvd., Cerritos, CA 90703. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## **BUSINESS DAYS**

Our business hours are 8:30 a.m. to 4:30 p.m. Mondays through Friday, excluding holidays. ATMs, POS terminals, the Electronic Telephone Banking System (Audio Response) and Personal Computer Electronic Banking are generally available, but not always accessible, 24 hours a day, 7 days a week if the services are temporarily unavailable due to Credit Union system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share or share draft/checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

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

There may be other exceptions not specifically mentioned above.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 800.369.7672 or write us at 13304 Alondra Blvd., Cerritos, CA 90703 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

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

### **CHARGES**

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

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

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

### **ADDRESS CHANGE**

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

You may notify a change of address in-person at one of our branches; by sending a written request to POPA FCU, 13304 Alondra Blvd., Cerritos, CA 90703; or by logging on to the Online Banking service. If you do not notify the Credit Union of your change in address, a fee may be assessed to your account. Please refer to our Fee Schedule for current fees.

### **AMENDMENTS**

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

### **TERMINATION**

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

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

### **ATTORNEYS' FEES**

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

### **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

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

### **WAIVER OF RIGHTS**

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

## **OTHER AGREEMENTS**

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

## **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

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

## **SIGNATURES**

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

## **CONSUMER REPORTS**

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

## **➔ *Additional Disclosures Applicable to ACH Services***

### **DOCUMENTATION OF DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800.369.7672 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### **DISCLOSURE OF RIGHT TO STOP PAYMENT**

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800.369.7672 or write to us at 13304 Alondra Blvd., Cerritos, CA 90703, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts.

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

### **TRANSACTIONS AVAILABLE**

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

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

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

## **➔ *Additional Disclosures Applicable to Phone Banking Services***

### **PHONE BANKING PIN**

You cannot use the Phone Banking System without a personal identification number (PIN), and you will select your PIN when you initially dial into the Phone Banking System or sign onto the Personal Computer Electronic (Home) Banking System. **YOU AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.** You are responsible for the safekeeping of your PIN and for all transactions made by use

of the Phone Banking System. Your PIN is not transferable, and you agree to notify the Credit Union immediately and send written confirmation if your PIN is disclosed to anyone not authorized to access your Account(s). You understand and agree that you must change the PIN immediately to prevent transactions on your Account. If you disclose my PIN to anyone, however, you understand that you have given them access to your account via the Phone Banking System and that you are responsible for any transactions initiated by that person at any time, even if the dollar value or number of transactions exceed what you may have authorized.

### **TRANSACTIONS AVAILABLE**

You may use your Phone Banking Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share, share draft/checking and Visa Credit Card accounts;
- Transfer funds from your Visa Credit Card account to your share or share draft/checking account; and,
- Make loan payments.

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

### **TRANSACTION LIMITATIONS**

#### ***Limitations on Transactions For All Phone Banking Transactions***

- According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

#### ***Limitations on Transactions for Check by Phone Transactions***

The following are limitations to the use of Check by Phone transactions:

- You will be assessed the processing fee as stated on the Rate and Fee Schedule;
- You must be an account owner on the accounts held at other financial institutions;
- The maximum transaction amount for deposits made into your share or share draft account is \$1,000 during any 24 hour period;
- The maximum transaction amount for you to make Credit Union loan payments is \$7,500 during any 24 hour period;
- Check by Phone transactions may only be made from accounts at financial institutions located within the United States; and
- Check by Phone transactions may only be conducted through a Credit Union representative.

### **➡ *Additional Disclosures Applicable to ATM and POS Services***

#### **RULES FOR USE**

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

#### **ATM FEES**

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

#### **TRANSACTIONS AVAILABLE FOR ATM CARDS**

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

- Make deposits to your share or share draft/checking account;
- Withdraw cash from your share or share draft/checking and loan account;
- Transfer funds between your share and share draft/checking and loan account;
- Make point-of-sale payments for goods and services to others from your share draft/checking account; and
- Make account balance inquiries.

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

## LIMITATIONS ON TRANSACTIONS FOR ATM CARDS

You may make ATM cash withdrawals or POS transactions up to the following limits as long as your available balance will cover the transaction:

- For Bulldogs Checking Accountholders, up to \$250 each twenty-four (24) hour period.
- For 2nd Chance Checking Accountholders, up to \$500 each twenty-four (24) hour period.
- For Regular Share Draft Checking Accountholders, up to \$500 each twenty-four (24) hour period.

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

## ACCESS CARDS

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

## ATM SAFETY

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

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

## ➔ *Additional Disclosures Applicable to Mastercard® Debit Card Services*

### ISSUANCE OF CARD

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

### RESPONSIBILITY FOR TRANSACTIONS

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

### MERCHANT DISPUTES

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



## **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

You may make ATM cash withdrawals, POS transactions or Mastercard signature-based transactions up to the following limits as long as your available balance will cover the transaction:

- For Bulldogs Checking Accountholders, up to \$250 for ATM cash withdrawals or POS transactions and up to \$500 for Mastercard signature-based transactions each twenty-four (24) hour period.
- For Regular Share Draft Checking Accountholders, up to \$500 for ATM cash withdrawals or up to \$2,500 for POS transactions and up to \$5,000 for Mastercard signature-based transactions each twenty-four (24) hour period.

Purchases made above the floor limit of the merchant will require an authorization number from Mastercard.

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

## **USE OF THE CARD**

You may use the Card and PIN to:

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

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Mastercard Debit Cards (these are point of sale or POS transactions);
- Order goods or services by mail, telephone or online from places that accept Mastercard Debit Cards; and
- Make automatic payments from your share draft/checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Mastercard Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Mastercard Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for three (3) days or until the day the transaction is charged to your account.

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

## **ILLEGAL USE OF MASTERCARD<sup>®</sup> DEBIT CARD**

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

## **OVERDRAFTS**

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

## **REFUSAL TO HONOR CARD**

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

## **MASTERCARD<sup>®</sup> CROSS-BORDER TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S dollars. If a Cross-Border Transaction on a U.S.-issued credit or debit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to the cardholder billing currency using its currency conversion procedure. Mastercard uses either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction are a Mastercard Issuer Cross-border Assessment fee and Currency Conversion Assessment fee. Refer to the Fee Schedule for current fees.

## ➔ ***Additional Disclosures Applicable to Online Banking Services***

### **SYSTEM REQUIREMENTS**

Online Banking services allow convenient access to your account information twenty-four (24) hours a day. To use Online Banking, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

### **ACCOUNT ACCESS**

The Online Banking service is available for my Share (Savings) Account(s) (with the exception of IRA accounts), Checking Account(s), Line of Credit Account(s) and Loan Account(s) using my PIN specific to this service.

### **AUTHORIZATION**

You understand that the Credit Union does not make any warranties on equipment, hardware, software or internet provider service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or the Credit Union's use of any of them or arising in any way from the installation, use or maintenance of your personal computer hardware, software, or other equipment.

### **TRANSACTIONS AVAILABLE**

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

- Obtain account/loan balance information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share draft/checking, share/savings, sub-shares and Line of Credit;
- Request advances from your Visa Credit Card account;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments;
- Pay bills through Bill Pay from share draft/checking;
- Access your Line of Credit for loan advances by transfer;
- Change your address (home or mailing), e-mail address, and telephone number (home, work or cell);
- May make External Transfers (transfers to or from other financial institutions) via ACH. *Refer to the "Limitations on Transactions" section below for information regarding limitations specific to this transaction;* and
- Other features as added.

### **LIMITATIONS ON TRANSACTIONS**

#### ***Limitations on Transactions For External Transfer Transactions***

The following are limitations for External Transfer transactions:

- The maximum transaction amount is \$1,500 and the daily dollar aggregate limit is \$3,000;
- You may make a maximum number of two (2) transactions daily;
- External Transfers may only be made to or from financial institutions located within the United States;
- External Transfers may only be conducted through the Online Banking service; and
- According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

#### ***Limitations on Transactions For All Other Online Banking Transactions***

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

- The maximum transaction amount may not exceed \$10,000 during any 24-hour period; and
- According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## ➔ ***Additional Disclosures Applicable to Bill Pay Services***

### **SYSTEM REQUIREMENTS**

To use Bill Pay, you must have an active share draft account, a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

### **AUTHORIZATION**

You authorize the Credit Union to charge your designated account(s) for any transactions accomplished through the use of the Bill Pay service, including the amount of any recurring payment(s) that you make, all charges as shown in the Schedule of Fees, and any charges associated with the Bill Pay service. You authorize the Credit Union to transfer funds electronically between your designated account(s) according to your instructions initiated through Online Banking. You understand that in order to use Bill Pay services, you must have an account(s) in good standing and have a PIN.

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

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

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call us at 800.369.7672 or write to us 13304 Alondra Blvd., Cerritos, CA 90703, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

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

### **TRANSACTIONS AVAILABLE**

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

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

### **LIMITATIONS ON TRANSACTIONS**

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

- The maximum transaction amount may not exceed \$10,000 during any 24-hour period;
- The limit for bill payments made to "another individual" is \$2,000 per transaction/\$2,800 per day;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Friday, Saturday, Sunday, or holiday will be processed within one to two business days.

Payee limitations:

- Individual - \$1,400 per day and \$2,800 per processing day;
- Merchant/Vendor - \$9,999 per transaction with no daily limit;
- Outbound Transfer - \$2,500 per day and \$2,500 per processing day; and
- Email - \$2,500 per day and \$2,500 per processing day.

### **METHODS AND RESTRICTIONS**

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

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

## **MEMBER RESPONSIBILITIES**

You are responsible for:

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

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Credit Union and our service providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the site or the Bill Pay service.

## **CANCELLING BILL PAY SERVICE**

If you wish to cancel the Bill Pay service, you must notify the Credit Union in writing at POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703. You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with payee(s) before notifying the Credit Union to terminate the Bill Pay service.

## **➡ *Additional Disclosures Applicable to Mobile Banking Service***

Complete Terms and Conditions for this service is available when you register for the Mobile Banking service or you may contact the Credit Union for more information.

## **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must be registered for the Online Banking service and have a valid Account Number/User ID and Password/ID. You must also have a mobile device with a service plan that includes text messaging and data and Internet access with Secure Sockery Layer (SSL) capability. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

## **TRANSACTIONS AVAILABLE**

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

- Obtain account/loan balance information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share draft/checking, share/savings, sub-shares and Line of Credit;
- Request advances from your Visa Credit Card account;
- Make loan payments;
- Apply for an account;
- Apply for a loan;
- Ability to send payments to a third party via PayPal® (additional disclosures and limitations applicable to PayPal transactions can be found in the complete Terms and Conditions for this service);
- Ability to provide electronic signatures on new membership account and loan documents;
- Ability to upload documents to the Credit Union; and
- Other features as added.

## **LIMITATIONS ON TRANSACTIONS**

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

- According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.
- The maximum transaction amount may not exceed \$10,000 during any 24-hour period.

## ➔ ***Additional Disclosures Applicable to Mobile Deposit Service***

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the POPA Federal Credit Union Mobile Application and your mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union. Complete Terms and Conditions for this service is available when you register for the Mobile Deposit service or you may contact the Credit Union for more information.

### **SYSTEM REQUIREMENTS**

To use Mobile Deposit, you must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. In addition, the following mobile devices will be supported for the Mobile Deposit service:

- All iOS devices with a camera and operating system version 5.1 or newer (including iPods and iPhones)
- iPads from generation 3 and above (and iPad2 by request)
- All Android devices with a camera and operating system version 2.3.4 and newer

You must also have the POPA Federal Credit Union Mobile Application installed on your mobile device and must be enrolled in the Online Banking service. The POPA Federal Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

### **REQUIREMENTS FOR ELECTRONIC IMAGES (EFFECTIVE JULY 1, 2018)**

**Restrictive Endorsement Required:** Prior to creating an Electronic Image of a check, you must add the words "For Mobile Deposit at POPA FCU Only," your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement. An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement. Certain check items may not be processed using the Mobile Deposit service. Please see complete Terms and Conditions for details.

### **LIMITATIONS ON TRANSACTIONS**

For K-9 Savers Accountholders, the maximum amount you may deposit on any day is \$500 and a maximum aggregate monthly deposit limit of \$1,000. For all other Accountholders, the maximum amount you may deposit on any day is \$5,000 and a maximum aggregate monthly deposit limit of \$15,000. We reserve the right to modify this limit from time to time.

## **REGULATIONS RELATING TO WIRE FUND TRANSFERS**

### **APPLICABLE LAW**

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

### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 11:30 a.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **SERVICE CHARGES/FEEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.



## **USE OF FEDWIRES**

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

## **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

## **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

## **PROVISIONAL ACH PAYMENTS**

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

## **NOTICE OF RECEIPT OF ACH FUNDS**

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

## **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

## **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

## **DISCLOSURE OF FUNDS AVAILABILITY FOR ACCOUNTS - YOUR ABILITY TO WITHDRAW FUNDS**

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

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

## **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

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

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

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

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

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

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

### **SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS**

Federal law 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 deposits as well as to promote speedier returns of dishonored checks. Only the 1- 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 their 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 we 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.

### **HOLDS ON OTHER FUNDS (CHECK CASHING)**

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

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

## **UNCLAIMED PROPERTY LAW- IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)**

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

## **SHARE, SHARE DRAFT, SHARE CERTIFICATE ACCOUNT OR SIMILAR INSTRUMENT “SHARE ACCOUNT”**

A Share Account is deemed Inactive if, during the prior three (3) years, the owner has not:

1. Increased or decreased the amount of the funds, cashed an interest (dividend) check, or presented appropriate record for the crediting of interest or dividends; or
2. Corresponded electronically or in writing with the Credit Union concerning the funds, or otherwise indicated an interest in the funds as evidenced by a record on file with the Credit Union.

**Exception:** A Share Account shall not escheat as long as the owner holds or owns either another Share Account or an Individual Retirement Account with the Credit Union that is not Inactive.

## **INDIVIDUAL RETIREMENT ACCOUNT**

An Individual Retirement Account held by the Credit Union is deemed Inactive if, for more than three (3) years after the funds become payable or distributable (i.e., distribution of all or a part of the funds is mandatory), the owner has not:

1. Increased or decreased the principal;
2. Accepted payment of principal or income; or
3. Corresponded electronically or in writing with the Credit Union concerning it, or otherwise indicated an interest in it.

**Exception:** An Individual Retirement Account shall not escheat if, during the previous three (3) years, the owner has owned another Individual Retirement Account with the Credit Union that is not Inactive and the Credit Union has communicated electronically or in writing with the owner at that address with regard to the Inactive account.

## **UNCASHED CASHIER'S CHECK, TELLER'S CHECK, CERTIFIED CHECK, DRAFT, OR OTHER INSTRUMENT ON WHICH THE CREDIT UNION IS DIRECTLY LIABLE “CREDIT UNION CHECK”**

Any sum payable on a Credit Union Check is deemed Inactive if:

1. It has been outstanding for more than three years from the date it was payable, or from the date of its issuance if payable on demand; and
2. For more than three (3) years, the owner has not corresponded electronically or in writing with the Credit Union concerning it, or otherwise indicated an interest in it as evidenced by a record on file with the Credit Union.

## **UNCASHED MONEY ORDER**

Any sum payable on a money order issued by the Credit Union is deemed Inactive if:

1. It has been outstanding for more than seven (7) years from the date it was payable, or from the date of its issuance if payable on demand (excluding permissible service charges that may lawfully be withheld); and
2. For more than seven (7) years, the owner has not corresponded electronically or in writing with the Credit Union concerning it, or otherwise indicated an interest in it as evidenced by a record on file with the Credit Union.

## **UNCASHED TRAVELER'S CHECKS**

Any sum payable on a traveler's check issued by the Credit Union is deemed Inactive if:

1. It has been outstanding for more than fifteen (15) years from the date of issuance; and
2. For more than fifteen (15) years, the owner has not corresponded in writing with the Credit Union concerning it, or otherwise indicated an interest in it as evidenced by a record on file with the Credit Union.

# **GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS**

## **DEFINITIONS**

ACCOUNT AGREEMENT means any share, share draft, share certificate, fiduciary, living trust payable on death, sole proprietorship, corporate and partnership accounts.

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

## **MEMBERSHIP & ACCOUNT APPLICATION**

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

## **➔ Account Ownership**

The ownership of individual, joint, fiduciary, living trust, payable on death, sole proprietorship, corporate and partnership accounts shall be governed by the applicable Account Agreement. Except as expressly modified by the applicable account agreement, joint accounts, Totten trust accounts, and pay-on-death accounts are subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.

Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

### **INDIVIDUAL ACCOUNTS**

The account or certificate is owned by the party named on the Account Agreement "Account Holder". Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.

### **JOINT ACCOUNTS**

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

A member may hold an account jointly with another member or a non-member. A joint owner is not considered a member unless he or she has separately applied for and been admitted to membership.

#### **Special Rules for Joint Accounts**

**Withdrawals by and Liability of Joint Owners** - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Credit Union may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account and endorse checks payable to any Account Holder. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s), whether or not he or she participated in the transaction or benefitted from its proceeds.

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

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

### **FIDUCIARY ACCOUNTS**

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/ executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

1. You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
2. You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

### **LIVING TRUST ACCOUNT**

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

### **PAYABLE ON DEATH ACCOUNTS**

A pay on death account "P.O.D. Account" is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

### **SOLE PROPRIETORSHIP ACCOUNTS**

If your account is in the name of a sole proprietorship, the person(s) whose signature appears on the Account Signature Card represents and warrants that the Account Owner is an unincorporated business owned wholly and exclusively by an individual and agrees that the Credit Union is authorized to act upon the instructions of such person(s) until the Credit Union receives written notice of others to sign for the sole proprietorship. You agree to inform us in writing promptly of any changes in the organizational status of your business. You further certify that if you use a name for the business other than the name of the individual, a current fictitious business name statement is on file in the county clerk's office in each county in which you conduct business. Funds received may not be withdrawn until collected.

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

### **CORPORATE ACCOUNTS**

If your account is in the name of a corporation, the signatures of those persons authorized to make withdrawals from the account and to act in connection therewith are indicated on the Account Signature Card. You certify to the Credit Union that such persons have been duly authorized to act on the Corporation's account by a properly noticed and held meeting of the board of such corporation. We are hereby authorized to act upon the instructions of such signatories until we receive written notice of the authorization of others to sign for the corporation, together with an amended Account Signature Card containing the signatures of such person(s). You hereby represent and warrant to us that the corporation is duly organized, validly existing and in good standing under the laws of the state of its incorporation, has full corporate power to own its properties and to carry on its business as now conducted and has not commenced dissolution proceedings. You further certify that if the corporation conducts business in the State of California under an assumed name, it has filed a fictitious business name statement in the Office of the Secretary of State of California and the county clerk's office of the county of its principal place of business in California as required by law. Funds received may not be withdrawn until collected.

Corporate accounts are not subject to the Multiple Party Accounts Law.

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

### **PARTNERSHIP AND UNINCORPORATED ASSOCIATION**

If your account is in the name of a partnership or unincorporated association, the persons whose signatures appear on the Account Signature Card represent, warrant and agree that all items and funds deposited in this Account belong to the partnership or unincorporated association, that each of them has been duly authorized by the partnership or unincorporated association and has the power and authority to act, sign and bind the partnership or unincorporated association, that we may rely on such authority until written notice of revocation is received by us from one of the authorized signers, and that no dissolution of the partnership or unincorporated association has occurred. If the partnership or unincorporated association uses an assumed name for its business, it has a current Assumed Name Certificate file in the Office of the County Clerk in each county in which it conducts business. If the partnership or unincorporated association uses a name for the business other than the name of the partnership or unincorporated association, a current fictitious business name statement is on file in the county clerk's office in each county in which the partnership or unincorporated association conduct business. Funds received may not be withdrawn until collected. Partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

### **➔ *General Agreement Terms***

#### **NOTICE**

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

#### **ABILITY TO PLEDGE FUNDS**

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

#### **ENFORCEMENT OF LIENS**

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

#### **NATIONAL CREDIT UNION SHARE INSURANCE FUND**

We are federally insured by the National Credit Union Administration.



## **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). You may notify us in person at our office or by sending a written and signed notice to POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703. If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. In addition, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## **BLOCKED ACCOUNTS**

If an account is a blocked account pursuant to a court order, you are subject to any restrictions placed on the account by the court and you may not have the ability to withdraw the funds in the account, including any dividends, except upon further court order. You generally may not pledge any or all funds on deposit in a blocked account as security for any loan(s).

## **FINANCIAL ABUSE REPORTING**

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

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

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

## **WAIVER OF CERTAIN RIGHTS**

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

## **CONSUMER REPORTS**

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

## **NEGATIVE CREDIT REPORTING**

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

## **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703 so we can investigate.

## **POST-DATED CHECKS**

The Credit Union will treat all checks as though the checks were written on the date presented. We may charge a postdated check against your account even though payment is made before the date of the check.

## **EXAMINATION OF STATEMENTS**

The Credit Union will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof. Failure to do so may impact your ability to recover certain loss(es).

## **LOST, STOLEN OR DESTROYED CASHIER'S CHECK OR TELLER CHECKS**

You may make a claim for a lost, stolen, or destroyed Credit Union issued cashier's check or teller check by notifying the Credit Union as soon as possible so as to afford the Credit Union a reasonable opportunity to act upon it before the check is paid. Your notice must describe the check with reasonable certainty and request payment of the amount of the check. The Credit Union will require you to provide identification and sign a written declaration under penalty of perjury stating the following:

1. You lost possession of the check;
2. You are the rightful owner of the check;
3. The check was not voluntarily transferred to a third party or lost through lawful seizure; and
4. You cannot reasonably obtain possession of the check because it was destroyed, its whereabouts are unknown, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

Your claim becomes enforceable at the time the claim has been made or ninety (90) days after the date the check was issued, whichever is later. The Credit Union may pay the check to a person entitled to enforce it at any point prior to that time without liability. Upon expiration of the ninety (90) day waiting period, if payment of the check has not been made to the person entitled to enforce it, the Credit Union will pay the amount of the check to you. However, if the check is later presented for payment by a holder in due course, and the Credit Union honors the check, you will be obligated to return the funds to the Credit Union.

## **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment. Your right to withdraw funds represented by certain checks, savings or other items deposited may be delayed for several days. You will be notified if your right to withdraw will be delayed. Please refer to the Credit Union's Disclosure of Funds Availability Policy for further details.

## **FEES AND CHARGES**

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

## **MEMBER INSTRUCTIONS**

The Credit Union may refuse to follow any of your instructions that in our sole judgment are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred in connection with following such instructions.

## **CREDIT UNION'S RIGHT TO OFFSET**

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

## **ATTORNEYS' FEES AND OTHER FEES**

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

## **ENDORSEMENT**

The Credit Union may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorser(s) to be present or to have their endorsements guaranteed before we accept the item.

You authorize the Credit Union to accept items payable to any account owner for deposit to your account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you.

## **DEPOSITS**

The Credit Union may utilize automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree that reasonable commercial standards do not require us to do so.

## **ACCOUNT TERMINATION**

Either the Credit Union or the Account Holder may terminate an account(s) at any time. You must notify us in writing if you wish to terminate an account(s), and any such termination will not affect any transactions initiated prior to termination.

## **CONFLICTING CLAIMS**

If the Credit Union receives conflicting instructions or claims to funds in an account, we may, in our discretion: a) freeze the account and deny access to all Account Holders until we receive written instructions signed by all Account Holders as to the appropriate disposition of funds; b) close the account and send the funds to the Account Holder(s) of record at the statement mailing address; or c) interplead all or any portion of the funds with the court.

## **AUTHORITY TO TRANSACT**

Any joint owner, or any designated trustee on a custodial account, who signed an Account Signature Card is authorized to transact business on that account. Any payment made by the Credit Union in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure and/or the Account Signature Card shall be valid and discharge the Credit Union from liability. Without limitation to the foregoing, the Credit Union may honor withdrawal requests and checks drawn against your account by authorized signers, even if the checks are made payable to the maker, to cash or for deposit to the maker's personal account. The Credit Union has no duty to investigate or question withdrawals or the application of funds.

## **RESTRICTIVE LANGUAGE**

Although we are not obligated to, the Credit Union may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," etc.), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on the Credit Union, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold the Credit Union 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.

## **TRANSFER OF FUNDS**

The Credit Union may, but is not obligated to, transfer funds between any accounts on which you are an owner on your written, oral, or electronic request, provided that there are sufficient available funds on deposit or sufficient credit available at the time of transfer. Any such transfer(s) shall be in the exact amount authorized and will be processed only on Credit Union "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.

## **PHOTOCOPIES**

The Credit Union will retain and, upon request, provide photocopies of certain records pertaining to your account in accordance with applicable law and, in some cases, subject to payment of applicable fees.

## **LEGAL PROCESS/LIENS & LEVIES**

The Credit Union must comply with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to a Credit Union account that appears reasonably valid. We may charge a Compliance With Legal Process fee against your account.

## **TAXPAYER IDENTIFICATION NUMBER (TIN)**

Federal law requires the Credit Union to obtain a certified Taxpayer Identification Number (TIN) on all accounts. The Credit Union will not open an account without this identification number. For additional information on this requirement, please refer to "Instruction to Payer's Request for Taxpayer Identification."

## **TERMS OF AGREEMENT**

I agree to indemnify, defend and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability and expense including without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.

## **GOVERNING LAW**

Any and all matters in dispute between the parties to this Agreement, and any and all transactions arising out of or related to this Agreement, shall be construed and enforced in accordance with the laws of the State of California, to the extent that California law is not inconsistent with applicable federal law and regulation. However, California's choice of law rules shall not be applied if that would result in the application of non-California law. You and the Credit Union agree to make reasonable efforts to informally settle any disagreements that might occur.

## **THIRD PARTY AGENCY RELATIONSHIPS**

I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or Online Banking PIN, I am responsible for any and all transaction(s) initiated by such person, even if they exceed the authority initially given, unless I have notified the Credit Union in writing that I have revoked this authority and given them a reasonable opportunity to act on it.

## **CO-OP® SHARED BRANCHING**

You may conduct transactions on your POPA Federal 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 POPA Federal Credit Union proprietary branch. Check holds cannot be removed by a CO-OP Shared Branching. Transactions are subject to our account terms and disclosures, and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching may be subject to our fee(s) as stated on the current Fee Schedule.

## **POWER OF ATTORNEY (P.O.A.)**

A power of attorney must comply with applicable law. Once a power of attorney is presented, we may continue to recognize the authority of your attorney-in-fact until the power of attorney expires or we receive written notice of revocation or termination and have had a reasonable time to act upon it. We may require the attorney-in-fact to present the original power of attorney before conducting any transaction. A person acting as attorney-in-fact under a power of attorney does not become an owner of an account, or of any funds in the account, nor does he or she have any right of survivorship in the account, solely by reason of the power of attorney. We are not obligated to open any new account, or extend any new credit, at the request of an attorney-in-fact if the principal is not an existing member/borrower of the Credit Union.

## **➔ *Share Account Agreement***

### **TRANSFERS TO THIRD PARTIES**

According to Regulation D (12 CFR, Part 204), no more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

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

## **➔ *Share Draft Account Agreement***

### **PLEDGING OF FUNDS**

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

### **WITHDRAWALS, APPROVED METHODS**

Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from a share draft account. All checks written on your account must be drawn in U.S. dollars.

### **ELECTRONIC CHECK CONVERSION**

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

### **DEMAND DRAFTS**

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

### **CHANGE IN CIRCUMSTANCE**

The Credit Union's authority to accept, pay or collect a check, or to account for proceeds of its collection, shall not be affected by the death or incompetence of any Account Holder until we receive notice of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after



the date of death or adjudication of incompetence 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. You shall promptly notify the Credit Union of any such change in circumstance.

### **OVERDRAFTS AND RETURNED ITEMS**

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

The Credit Union may also debit your account for the amount of any check that originally paid but was later returned to the Credit Union accompanied by documentation indicating forgery, alteration, or that the item was otherwise unauthorized. We may also charge back any amount of accrued or paid dividends related to the returned check. The Credit Union may, in its discretion, re-present a returned check for payment if it was initially returned for insufficient funds, but is not required to do so. You may not be notified if a check is being re-presented for payment. You may be charged a fee for each deposited or cashed check charged back to your account.

You agree that the Credit Union will not be responsible for any damages you incur in the event you deposit an item that 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.

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

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. However, beginning September 15, 2017, we will post ACH transactions both in the morning and in the afternoon, and your actual balance will be adjusted each time, as well as at the close of business. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call 800.369.7672.

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

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

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

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



## **LOST OR STOLEN CHECKS**

You must notify the Credit Union immediately if your checks are lost or stolen. Failure to do so may impact your ability to recover certain loss(es).

## **CHECK ORDERS**

As a convenience to you, the Credit Union will submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to you or to the Credit Union. You authorize the Credit Union to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Charges. You are responsible for verifying the accuracy of all information shown on your checks whether ordered through the Credit Union or elsewhere.

## **STALE-DATED CHECKS**

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

## **STOP PAYMENTS**

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

## **TRUNCATION OF CHECKS**

Share draft accounts are truncated. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. You may request and the Credit Union will provide you with a photocopy of a requested item within a reasonable time. The Credit Union will not charge you for copies of the first three items you request appearing on any statement. Additional copies will be subject to an assessment of a fee. If you have not ordered your Credit Union checks through our approved check vendor(s), we are not responsible for the quality of any subsequent check copy.

## **LIABILITY OF CREDIT UNION**

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

You will indemnify and hold the Credit Union harmless from any liability 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 the Credit Union or our agent.

## **CLOSURE OF ACCOUNT**

The Credit Union may close a share draft account at any time. Share draft accounts that have no transaction activity for ninety (90) days or more will be considered inactive and may be closed by the Credit Union. Closure of a share draft account will not affect the obligation to pay any outstanding balances or charges owed.

## **PAYMENT TO HOLDER**

If the Credit Union has made a good faith payment to a holder, we may charge your account according to: a) the original terms of your check; or b) the terms of your completed check, unless we have notice that any such completion is improper.

If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of: a) any holder in due course on the check against the drawer or maker; b) the payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and c) the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

## **FOR SHARE DRAFT ACCOUNTS WITH SHARE OVERDRAFT PROTECTION**

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

## **FOR SHARE DRAFT ACCOUNTS WITH VISA CREDIT CARD OVERDRAFT PROTECTION**

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

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### ***What Is a Substitute Check?***

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

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

### ***What Are My Rights Regarding Substitute Checks?***

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### ***How Do I Make a Claim for a Refund?***

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 800.369.7672 or write to us 13304 Alondra Blvd., Cerritos, CA 90703. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and 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.

## **BOUNCE PROTECTION DISCLOSURE**

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor drafts for which there are insufficient available funds (please see Overdrafts: Actual and Available Balances section). This is the Credit Union’s Bounce Protection service. The Credit Union provides the Bounce Protection service as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

For Regular Share Draft Accountholders, the Credit Union may honor overdrafts on your share draft account, including share draft/checks, in-person withdrawals, automatic bill payments, ACH items, and reoccurring debit card payments as long as you are in good standing with the Credit Union, and only two (2) Share Draft/Checking Accounts are eligible per household. Your account is considered to be in good standing by bringing your share draft account to a positive end-of-day available balance at least once every 30 calendar days (including the payment of all Credit Union fees and charges).

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please contact us using one of the following methods:

- Call us at 562.229.9181 or (800)369-7672
- Contact us online at [info@popafcu.org](mailto:info@popafcu.org)
- Download and print the Overdraft Consent Form directly from our website at [www.popafcu.org](http://www.popafcu.org) (from the Resources drop down menu, select “Forms and Disclosures” and click on the link for “Bounce Protection Opt-In Form”)

Complete, sign, and return the Overdraft Consent Form and return it to any branch office or mail it to us at: POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703. The Credit Union will provide you with written confirmation of your opt-in choice.

### **BOUNCE PROTECTION LIMIT**

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Bounce Protection fee. If we honor multiple overdrafts, we will honor them consistent with the Credit Union’s Order of Posting policy (see Overdrafts: Order of Posting section), or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$400, including the Bounce Protection fees. The overdraft limit amount will not be included when the total account balance information is requested.

### **REPAYMENT TERMS**

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty (30) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within thirty (30) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft. If you fail to bring your account balance positive within forty-five (45) days, your share draft account will be closed. Contact POPA Federal Credit Union at (800)369-7672 if: 1) you do not believe you will be able to bring your account to a positive end-of-day balance within the required time period; 2) you find that you are using Bounce Protection more often than you intend; or 3) you don't understand why your account becomes overdrawn.

Following regulatory guidance, we will contact you if you are paying multiple Bounce Protection fees in order to discuss possible alternatives to Bounce Protection that may better meet your short- term credit needs. In the event you ask us to stop contacting you because you have determined Bounce Protection is appropriate for your needs, we will honor your request. However, if we identify that the number and frequency of overdrafts increases materially for an extended period of time at some point after that, we may contact you again to ensure Bounce Protection is still the most appropriate option available to you for covering your short- term credit needs.

### **BOUNCE PROTECTION FEE**

The Bounce Protection fee is a flat fee charged regardless of the amount the account is overdrawn, and will be charged for each overdraft item presented and paid by the Credit Union. The Bounce Protection fee is described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Bounce Protection service.

### **DISCRETIONARY NATURE OF BOUNCE PROTECTION**

The Bounce Protection service is a discretionary privilege offered to members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

### **OPT-OUT RESPONSE METHODS**

If you do not want the Bounce Protection service, you must inform the Credit Union by sending written notice to the Credit Union: a) by mail; b) in person; or c) by telephone. Your notice should be directed to POPA Federal Credit Union, 13304 Alondra Blvd., Cerritos, CA 90703, (800)369-7672 or (562)229-9181.

### **ALTERNATIVE TO BOUNCE PROTECTION SERVICE**

In order to avoid the Bounce Protection fees associated with the Bounce Protection service, you may wish to consider alternatives to the Bounce Protection service for covering overdrafts. For example:

- You may choose to link your Credit Union share account (or any sub-shares) to your checking account so that, in the event of insufficient available funds in your checking account to cover a transaction, funds will be transferred from your linked share account in an amount sufficient to cover the item, provided you have sufficient available funds in the linked share account. There is no fee for this transfer.
- You may choose to link your Credit Union Visa® Credit Card account so that, in the event of insufficient available funds in your checking account to cover a transaction, funds will be advanced from your linked credit card account as a Cash Advance in an amount sufficient to cover the item, provided you have sufficient available credit. There is no fee for this transfer, however funds advanced from your credit card account may be subject to finance charges for a Cash Advance in accordance with your Credit Union Visa® Credit Card Disclosure and Agreement.

Please contact your Credit Union Member Service Representative for more details or to take advantage of one of these options.

# AGREEMENT REGARDING THE USE OF THIRD PARTY DIGITAL WALLETS

This Agreement Regarding the Use of Third Party Digital Wallets, as amended from time to time (“Agreement”) sets forth the terms and conditions governing the use of your POPA Federal Credit Union Debit Card or Credit Card with any third party digital wallet mobile applications. By adding your POPA Federal Credit Union Debit Card or Credit Card information to a Digital Wallet (as defined below), or by using, or allowing another person to use, a Digital Wallet to which you have uploaded your POPA Federal Credit Union Debit Card or Credit Card information, you are agreeing to be bound by the terms and conditions of this Agreement. Please read this Agreement completely and retain it with your personal records. In this Agreement, the terms “you” and “your(s)” refer to the account owner, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to POPA Federal Credit Union.

**1. What is a Digital Wallet?** A digital wallet is a mobile application owned or operated by a third party that allows you to upload and store your POPA Federal Credit Union Debit Card or Credit Card information onto your mobile device in order to facilitate payments using your mobile device without using the physical card (“Digital Wallet”). Examples of Digital Wallets may include, but are not limited to, Apple Pay®, Google Pay®, and Samsung Pay®. By uploading your POPA Federal Credit Union Debit Card information, transactions you initiate will be charged against your applicable POPA Federal Credit Union Checking Account. By uploading your POPA Federal Credit Union Credit Card information, transactions you initiate will be charged against your applicable POPA Federal Credit Union Credit Card Account.

**2. Electronic Disclosure of Disclosures and Agreements.** By accessing or uploading your Debit Card or Credit Card information to a third party digital wallet mobile application, you acknowledge and accept electronic receipt of this Agreement. By accessing or uploading your Debit Card or Credit Card information to a third party digital wallet mobile application, you acknowledge that you have received: (a) the Credit Union’s Truth in Savings Act Disclosure and Account Agreement (“TISA”), inclusive of the Electronic Fund Transfer Act Disclosure and Agreement (“EFTA”) and this Agreement; and (b) if applicable, the Credit Union’s Credit Card Disclosure and Agreement (“Credit Card Agreement”); (collectively, “Disclosures”). You agree that you have read this Agreement and the Disclosures in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement or the Disclosures unless you specifically request it. Except as expressly modified herein, all remaining provisions of the Disclosures shall remain in full force and effect.

Your use of a third party Digital Wallet is also governed by the terms and conditions established by the operator/provider of the applicable third party Digital Wallet application (“Third Party Digital Wallet Provider”). The terms and conditions contained in this Agreement or the Disclosures are unchanged by your use of a Digital Wallet and will remain in effect.

**3. Transactions Available.** Available transactions may include using your Digital Wallet to: (a) transfer money between your applicable Checking Account or Credit Card Account and others who are enrolled with or otherwise eligible to receive funds through the applicable Third Party Digital Wallet Provider; and (b) initiate transactions with merchants, online and with other third parties where the applicable Digital Wallet is accepted.

**4. Limitations on Transaction.** The transaction limits applicable to the use of your Debit Card (Checking Account) or Credit Card (Credit Card Account) apply to any transactions initiated through a Digital Wallet, unless further limited by any agreement you enter into with the Third Party Digital Wallet Provider.

**5. Fees.** POPA Federal Credit Union does not charge a fee to add your Debit Card or Credit Card information to a Digital Wallet or for each Digital Wallet transaction you initiate. You may be subject to additional fees assessed by the Third Party Digital Wallet Provider and any applicable wireless/data charges. You remain responsible for any interest, fees, or other charges applicable to your Checking Account or your Credit Card Account, as set forth in the Disclosures.

**6. Using the Digital Wallet.** You may add your Debit Card or Credit Card to a Digital Wallet by following the instructions provided by the Third Party Digital Wallet Provider on the Digital Wallet application. Once you add your Debit Card or Credit Card information, any transaction for which you initiate payment using the Digital Wallet will be charged against the applicable POPA Debit Card (Checking Account) or Credit Card (Credit Card Account) in the same manner as if you had used the physical card.

(a) When you add your Debit Card to the Digital Wallet, you are solely responsible to ensure that there are sufficient available funds in your underlying POPA Federal Credit Union Checking Account for any transactions initiated using the Digital Wallet. Insufficient available funds may result in overdraft fees as set forth in the Disclosures, including any overdraft services agreement.

(b) When you add your Credit Card to the Digital Wallet, you are solely responsible to ensure that there is sufficient available credit on your underlying POPA Federal Credit Union credit card account for any transactions initiated using the Digital Wallet. Insufficient available credit may result in over-the-limit fees as set forth in the Disclosures.



**7. Disclosure of Account Information to Third Parties.** By uploading your Debit Card or Credit Card information to the Digital Wallet, you understand and agree that we may share your information with the Third Party Digital Wallet Provider as well as merchants, a payment network, and others as necessary in order to provide you with access to the Digital Wallet services you have requested. In general, we will disclose information to third parties about your account or the transfers you make: (a) when it is necessary to complete the transaction; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with government agency or court orders or other legal process; or (d) if you give us your prior oral or written permission. Please also refer to our Privacy Policy, available upon request or on our website at [www.popafcu.org](http://www.popafcu.org).

The privacy and security of any information held by the Third Party Digital Wallet Provider will be subject to the privacy policy and practices of the Third Party Digital Wallet Provider.

**8. Account Information Available Through the Digital Wallet.** A Digital Wallet will generally only display information about Digital Wallet transactions we authorize, but information shown may not be complete, current, updated to reflect subsequent adjustments, or match the transaction amount that ultimately posts to your account. Transactions and activity not initiated through the Digital Wallet will not be reflected. Please refer to your POPA Federal Credit Union Checking Account or Credit Account statement for the most accurate information.

**9. Termination.** We reserve the right, in our sole discretion, to revoke your authorization to use your POPA Federal Credit Union Debit Card or Credit Card in connection with any Digital Wallet at any time, with or without advance notice, if at any time we stop offering the service or if your associated Checking Account or Credit Card Account, or any other POPA Federal Credit Union account on which you are an owner: (a) becomes delinquent or is otherwise in default; (b) is overdrawn (Checking Account) or exceeds your available credit limit (Credit Card Account); or (c) is otherwise maintained in a manner deemed by POPA Federal Credit Union to be unsafe, unsound, abusive, or in violation of Credit Union policy or any agreement you may have with the Credit Union.

You may terminate this Agreement with us at any time. Termination of this Agreement by either you or the Credit Union shall not affect your obligations under this Agreement for any transactions initiated prior to termination.

**10. Limitation of Liability.** Any claims or disputes arising from the operation or your use of the Digital Wallet shall be subject to the terms established by the Third Party Digital Wallet Provider. POPA Federal Credit Union is not responsible to ensure that the Digital Wallet functions properly or that your POPA Debit Card or Credit Card information is uploaded or stored accurately or securely. We are not responsible to ensure that the Digital Wallet performs as expected, or for any loss or injury you may suffer as a result of any delay or failure by the Digital Wallet to perform as expected. We are not responsible to ensure that the Third Party Digital Wallet Provider performs according to the terms of any agreement you may have with them, or for any loss or injury you may suffer as a result of any delay or failure by the Third Party Digital Wallet Provider to perform according to the terms of such agreement. This does not serve to alter your rights with regard to unauthorized transactions, as stated in your Disclosures.

**11. Limitation of Damages.** POPA FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF DATA, ARISING FROM YOUR USE OF THE DIGITAL WALLET OR YOUR ADDITION OF A POPA FCU DEBIT CARD OR CREDIT CARD TO THE DIGITAL WALLET. POPA FEDERAL CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) WITH REGARD TO ANY THIRD PARTY DIGITAL WALLET.

**12. Our Right to Audit.** We may periodically audit your individual transactions and you agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

**13. Security; What to Do If Your Mobile Device is Lost or Stolen.** We encourage you to engage appropriate security features on your device (e.g., password, PIN, fingerprint identification, etc.) to ensure that only you will have access to any Digital Wallet. In the event that your mobile device is lost or stolen, we recommend the following steps:

(a) Alert POPA Federal Credit Union immediately to suspend your Debit Card or Credit Card, and any other POPA Federal Credit Union mobile banking or mobile deposit applications, to reduce the risk of unauthorized transactions, and to confirm that no unauthorized transactions have occurred.

(b) Contact the manufacturer of your mobile device or your cellular service provider to alert them.

(c) Obtain instructions on how to remotely backup, wipe and lock your mobile device.

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

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



**16. Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding.

**17. Contact Information.** For questions about this Agreement, please contact POPA Federal Credit Union at (800) 369-7672. Please do not send any confidential or nonpublic personal information via email.

## ➔ **Share Certificate Account Agreement**

### **PLEDGING OF FUNDS**

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

## **TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING**

### **SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9**

#### **NAME**

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

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

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

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

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

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

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

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

#### **EXEMPTIONS**

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

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

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

## **PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

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

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

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

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

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

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

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

## **PART II. CERTIFICATION**

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

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### **PRIVACY ACT NOTICE**

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

### **SECURE YOUR TAX RECORDS FROM IDENTITY THEFT**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### **Penalties**

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

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

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

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

**WHAT NAME AND NUMBER TO GIVE THE REQUESTER**

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\* **Note.** Grantor also must provide a Form W-9 to trustee of trust.  
**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

