



Membership and Account Agreement

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OUR MEMBERSHIP AND ACCOUNT AGREEMENT

WELCOME TO COUNTY FEDERAL

Thank you for opening your account with County Federal. We look forward to serving your financial needs.

In this Agreement, when we say "County Federal," "Credit Union," "we," "us," and "our," we are talking about Santa Clara County Federal Credit Union. "You" and "your" means each account owner, authorized signer, and any other person authorized to operate your account. When we say "We may" or "County Federal may" do something, that means you authorize us and agree to such action.

This Membership and Account Agreement ("Agreement") is the contract between you and us that governs your membership with County Federal. Along with this Agreement, your relationship with us is also governed by any other contracts between us, including your "Application for Membership" and any agreements for our account or loan products (such as a credit card agreement) or our services (such as the Online Banking Service Agreement), and any rules, regulations, operating procedures, and related requirements we provide to you or establish related to our products and services, and any applicable laws.

This Agreement will be revised periodically, and we may not notify you of the changes unless such notice is required by law. Your signature on a Membership or Account application or your maintenance or use of any County Federal account or related service constitutes your consent to the terms of this Agreement as amended by us from time to time. You can also get the current Agreement at sccfcu.org.

This Agreement is governed by applicable federal law, California law including but not limited to the Uniform Commercial Code as enacted in California, and the rules, regulations, and bylaws of County Federal. County Federal bylaws are available upon request, see the "How to Contact Us" section at the end of this document. County Federal loans are subject to separate written agreements as well as general agreements of members set forth in this Agreement.

Please read this Agreement and retain it with your records.

Telephone Contact Consent

By being a party to any County Federal account, loan, or other service, you agree to the following telephone contact terms. County Federal and any and all of our affiliates, employees, agents, assigns, service providers, and joint marketing partners (together "County Federal Parties" and each a "County Federal Party") may contact you at any telephone number you provide to any County Federal Party at any time to administer, service, and collect amounts owed on any County Federal account or loan on which you are owner, agent or obligor, and in some cases to inform you about financial products or services that may be of interest to you ("permitted communications"). Telephone numbers that County Federal Parties may call for permitted communications include landline (wireline) numbers and wireless numbers. Wireless numbers include numbers associated with mobile telephones, cellular telephones, and other wireless devices. Methods by which County Federal Parties may contact you include live representative calls or automated communications. Automated communications include pre-recorded/artificial voice messages, use of automated dialing systems (robocalling), and/or text messages. County Federal Parties will not use automated communications for marketing purposes unless you affirmatively opt in to receiving them. You can opt out of automated marketing communications at any time. Permitted communications from County Federal Parties may result in your incurring charges from your wireless service provider. You agree not to provide any telephone number to any County Federal Party unless you are the subscriber of that number or otherwise have permission to allow County Federal Parties to call that number. You agree to notify County Federal immediately if you cease to be a subscriber of, or cease to have permission to allow County Federal to call, a number that you have previously given to any County Federal party. You agree to defend and hold County Federal harmless from any claims or liability to which County Federal becomes subject as a result of calling a number you have given to any County Federal Party prior to your notice to a County Federal Party that consent to call that number has been revoked.

You can revoke consent for County Federal Parties to use automated communications to contact you for non-emergency purposes on wireless numbers. You can also revoke consent to live representative calls to wireless numbers for marketing purposes. Your consent may be revoked in person at a County Federal office, in writing (by letter or email), by telephone or by any other reasonable means that informs the County Federal Party that your consent is revoked. Your notice must provide sufficient information to enable County Federal to implement the revocation, including your name, the account number(s) to which the revocation applies, and the wireless number(s) to which the revocation applies. Your revocation will not prohibit County Federal Parties from either (1) contacting you using live representatives or automated communications (a) on a landline number for any purpose other than telemarketing, and (b) on a wireless number for purposes of notifying you of emergencies, fraud, identity theft, or data breach, or (2) contacting you on a wireless number using live representatives to administer, service, and collect amounts owed on your County Federal accounts.

You agree that at all times you have any open accounts or loans with County Federal or are indebted to County Federal in any amount, you will provide County Federal with at least one valid telephone number at which County Federal Parties have permission to call you during normal business hours. Your failure to do so may result in your being deemed in breach of your account and/or credit agreements with County Federal and denied future County Federal services.

Definitions

"Member" means a person who applies and is approved for membership in County Federal.

"Owner" means any person identified on a County Federal account application as an owner of a County Federal account, including the member and any joint owner.

"Agent" means a non-owner person authorized to act on behalf of an owner or current beneficiary of a County Federal account, such as the holder of a valid power of attorney, the trustee on a trust account, or the custodian on a California Uniform Transfers to Minors Account.

"Authorized Person" means any person identified in writing to County Federal as authorized to engage in activity on a County Federal account or loan and includes the member, any joint owner(s), any joint obligor(s), and any agent(s).

"Obligor" means any person obligated to meet an obligation to County Federal, including each owner of an account and each borrower or guarantor on a loan.

"Party" means any party to your County Federal Accounts or loans, including the member, any joint owner, any authorized person, or any obligor such as a non-borrowing guarantor on a County Federal loan.

"Debit" means the withdrawal of funds from an account.

"Credit" means a deposit of funds to an account or posting of a payment to a loan.

"Board" means the County Federal Board of Directors.

"Share account" means a savings account.

"Share draft account" means a checking account.

"Money market share account" means money market account.

"Term share accounts" means certificates or certificate accounts.

"Available balance" or "available funds" means the amount of money that you can withdraw from your account at the time a debit transaction is presented to us for payment.

"Ledger balance" means the total amount of money on deposit in your checking account. Unlike the available balance, the ledger balance includes funds subject to holds.

"Everyday Debit Card transactions" means one-time merchant Debit Card purchases.

"POD beneficiaries" means Pay-on-Death beneficiaries.

OPENING AN ACCOUNT

Account Purpose

County Federal offers membership and services for consumer, family, and household purposes only. By applying for membership or any County Federal service, you represent and warrant that it will be used for personal, family, or household purposes only and not for business or organizational purposes. You agree that if we reasonably determine that you are using any County Federal service for business or organizational purposes, we can close the account or terminate the service and if we deem it necessary, either expel you from County Federal or limit services available to you to the maximum extent permitted by law.

Account Opening Verification

If you are within our field of membership, have no significant derogatory financial institution history, and satisfy our customer identification requirements, you are eligible to join the Credit Union. To join Santa Clara County Federal Credit Union, a membership and account application must be completed.

Each owner of a County Federal account will be subject to a review of their financial institution history and must satisfy our Customer Identification Program requirements. Non-owner authorized persons such as attorneys-in-fact and custodians under the Uniform Transfers to Minors Act must also satisfy our Customer Identification Program requirements.

Requirements to Maintain a Regular Savings Account

To establish and maintain membership and be eligible to apply for and maintain other County Federal services, you must open and maintain a regular share savings account with the minimum balance stated in the current version of the Truth in Savings Disclosure.

Non-Transferability of Membership

Membership in County Federal is non-transferable.

Non-Transferability of Accounts

County Federal accounts are not transferrable.

Account Types

Ownership of Accounts, Joint Account Ownership, and Pay-on-Death Beneficiaries (POD)

INDIVIDUAL ACCOUNT

An account on which the member is the sole owner.

JOINT ACCOUNT

An account with more than one owner (unless prohibited). One owner must be a member.

Each owner owns all funds in the account, including paid dividends, with the right of survivorship. "Right of Survivorship" means that when one owner dies, the funds are automatically owned by any remaining owner(s) of the account.

County Federal has no duty to investigate when a married person opens an account with joint owners or designates pay-on-death (POD) beneficiaries other than their spouse. At the death of a married person, a non-owner surviving spouse may assert claims against funds in the account that could affect surviving owners' or POD beneficiaries' claims to the funds.

Any owner may pledge funds in their account as security for a loan unless the account is prohibited from being pledged. For example, checking accounts and IRAs may not be pledged as security for loans.

If any owner becomes indebted to us and does not meet their payment obligation, funds in any account they are a present beneficial owner will be subject to our Right of Offset (refer to "Our Right to Recover What You Owe Us" section).

If the member of a joint account dies and the surviving owner is not a member, the surviving owner must close the account. If the surviving owner is a member, is eligible to join and becomes a member, or is a Joint owner of accounts with another County Federal member, the surviving owner may transfer the funds to another County Federal account on which they are a member or a joint owner. However, an account may not remain open after the Member on that account dies.

FIDUCIARY ACCOUNT

Fiduciary accounts (such as for trusts, conservatorships, or incapacitated recipients of government benefits) cannot have joint owners. However, except for "California Uniform Transfers to Minors Act" (CUTMA) accounts, fiduciary accounts can have more than one agent. For example, a trust instrument may name co-trustees, or a court order may name co-conservators. In some cases, usually by court order or agreement, an agent may be named to act on behalf of a fiduciary on a fiduciary account. California law allows only one custodian at a time on CUTMA accounts.

We do not allow other forms of account ownership, such as community property or tenancy in common. We are not subject to agreements between or among account owners of joint accounts as to entitlement to the funds. County Federal is not subject to agreements related to joint owners and will not get involved in disputes among owners of joint accounts regarding entitlement to funds.

PAY ON DEATH BENEFICIARIES (POD)

Owners may, if they wish, designate pay-on-death beneficiaries ("POD beneficiaries") on most County Federal accounts. POD beneficiaries are not allowed on fiduciary accounts.

If an account names no POD beneficiary(ies), funds pass at the owner's death to the owner's estate.

On an individual account with a POD beneficiary, at the death of the member, funds in the account pass, outside of any probate, will, or trust of the member, to the POD beneficiaries, in equal shares unless the Membership or Account Application specifies a different percentage.

On joint accounts with POD beneficiaries where the last surviving owner is the member, funds will pass at the death of the member to the designated POD beneficiary(ies). On Joint accounts with POD beneficiaries where the member dies prior to the other owner(s), the preceding paragraph requiring the transfer of the funds to another account of the joint owner or closing of the account will apply, and the contingent right of the POD beneficiaries to the funds in the closed account will terminate.

Until the death of all owners, POD beneficiaries have no right to or interest in the funds in accounts on which they are designated. Funds will not be disbursed to any POD beneficiary until the POD beneficiary has been identified and subject to screening required by law, such as screening against lists maintained by the federal Office of Foreign Assets Control.

Any disputes among owners, POD beneficiaries, or third parties regarding rights to funds in your accounts must be resolved among the claimants without our involvement. Upon request by any owner or agent on an account, we will freeze funds in the account until we receive consistent written instructions from all owners and agents regarding disposition of funds in the account.

County Federal does not release information about accounts to pay-on-death beneficiaries until the deaths of all Owners entitle the pay-on-death beneficiaries to the funds in the account. County Federal does not release information about accounts to other contingent beneficiaries of funds in accounts, such as individuals who are to receive any assets remaining in a trust at the death of all current beneficiaries of the trust. However, a representative of a deceased owner's estate will be entitled to information about transactions on the account prior to the owner's death, including the account balance at the time of death, the identity of POD beneficiaries, and amounts disbursed to POD beneficiaries.

CHANGING ACCOUNT OWNERSHIP OR POD BENEFICIARIES

You can ask us about ownership and POD beneficiary status of your accounts at any time.

To change the ownership or POD beneficiaries on accounts other than as the result of the death of an owner, an updated Account Application reflecting the desired changes must be signed by all current owners and any new owners. Any new owner must satisfy our financial review and Customer Identification Program requirements. In general, a non-owner fiduciary such as an attorney-in-fact cannot change the ownership or POD beneficiary designations on accounts unless the document appointing them expressly grants that authority.

To remove any owner of an account, either (1) all current owners, including the owner to be removed, must consent in writing to the change, or (2) an authorized person must close the account and reopen it under a new number. Non-member owners cannot close and then reopen County Federal accounts under a new number unless they are eligible, apply, and are approved for membership.

The most recent Account Application on file with us will govern ownership and POD beneficiaries on your account(s) under that member number. For example, if your original Account Application designated a POD beneficiary but your most recently updated Account Application does not name a POD beneficiary, we will assume that you want any remaining funds to pass to your estate at your death.

Account Parties

Current parties to accounts include the member, any joint owner, and any agent. Current parties to loans include the member, any joint borrower or guarantor, and any agent. Contingent parties to accounts are pay-on-death ("POD") beneficiaries. POD beneficiaries have no current interest in or right to information regarding any account on which they are identified. Our core data processing system will identify each person who is a current or contingent party to the account opened on that Application.

If a person has a current beneficial interest (meaning current ownership or entitlement to the benefit of the funds in the account) in a County Federal account and that person becomes obligated to County Federal, the account will be subject to County Federal's Right of Offset whenever that person fails to meet a payment obligation to us, even if not all persons with current beneficial interests in the account are parties to the loan or account transaction that resulted in the debt.

For example, if A and B own an account jointly, and B fails to pay an obligation incurred to the Credit Union solely by B, the funds in the account owned jointly by A and B are subject to County Federal's Right of Offset. See "Our Right to Recover What You Owe Us" for more information about County Federal's Right of Offset. Agents are typically representatives of the member or owner of an account or borrower or guarantor on a loan and do not have a current beneficial interest in the account or loan to which they are linked solely as an agent.

For example, if A and B have a checking account, C is identified on A and B's checking account as an attorney-in-fact for A, and C becomes indebted to County Federal, funds in the A and B checking account will not be subject to the right of setoff applicable to C's debt.

Federal Account Insurance

Your County Federal accounts are federally insured by the National Credit Union Administration, a U.S. Government agency. See www.ncua.gov for more information.

Truth in Savings

The current versions of the County Federal Truth in Savings Disclosure and Fee Schedule are incorporated into this Agreement by reference. These documents contain additional terms applicable to consumer accounts, such as dividend rates, annual percentage yields, dividend cycles, minimum balance requirements, fees, and fee waiver conditions.

Change of Name, Email or Mailing Address

It is your responsibility to keep us informed of your current contact information. You must promptly notify us of any change of your physical and mailing addresses. If you have elected to receive materials such as statements and disclosures from us electronically, you must promptly notify us of any change in your email address. If you do not promptly notify us of any change in your mailing address, we may charge locator service fees to your Account. Refer to Fee Schedule.

If the email we send you is returned undeliverable, we will resume sending communications to you by postal mail until we receive an updated email address for you. Paper document fees may apply. Refer to Fee Schedule.

If you do not receive statements or other materials that you expect to receive from us on a regular basis, contact us immediately. See the "How to Contact Us" section at the end of this document to request copies of the materials you have missed. Fees may apply. We will not be responsible for unauthorized transactions or other errors if you do not notify us within the time frames specified elsewhere in this Agreement.

USING YOUR ACCOUNT

Any authorized person may deposit or withdraw any amount in any account on which they are authorized. For joint accounts, deposited funds are subject to joint ownership with right of survivorship. Once any authorized person withdraws funds from an account, the right of all other Owners to the withdrawn funds terminates.

Deposits

DEPOSIT CHANNELS

Deposits to your County Federal accounts can be made (1) by Automated Clearing House (ACH) credit entry (such as direct deposit of all or a portion of your net pay or state or federal benefits), (2) at some County Federal and CO-OP® Network ATMs, (3) by mail, (4) by wire transfer, (5) by third parties whom you have authorized to electronically transfer funds to your County Federal accounts, including via transfer from their County Federal accounts to your County Federal accounts or via money transfer applications such as person-to-person payment services such as Zelle®, or (6) by Mobile Check Deposit through your County Federal Mobile Banking app. County Federal may make additional deposit channels available in the future.

You should be aware of your responsibilities when you make deposits. We exercise reasonable care when collecting a deposited item but are not responsible for the actions of any other parties, such as other financial institutions that may be involved in processing your deposit. If a deposited item is lost or destroyed during processing or collection, you agree to use reasonable efforts to help us locate or replace it.

ENDORSEMENT OF DEPOSIT ITEMS

We reserve the right but do not undertake the obligation to decline to accept deposit checks and other non-cash instruments that are not properly endorsed, that bear restrictive endorsement legends, or that otherwise cause us to believe that accepting the item for deposit could cause County Federal a loss. We also reserve the right to supply missing endorsements on checks payable to you and deposited to your account.

Items Payable to You Alone

We can accept these items for deposit to any account of which you are an owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or single-owner account.

Items Payable to You OR One or More Other Persons

We can accept these items for deposit to any account of which any payee is an owner in our records, whether or not any of the payees have endorsed the item and whether the account to which the item is deposited is shown on our records as a joint account or a single-owner account. We interpret the mark "/" or any other ambiguity with respect to the drawer's intention regarding joint payees as "or."

Items Payable to You AND One or More Other Persons

We can accept these items for deposit to any account on which all payees are joint owners in our records, whether or not all payees have endorsed the item. We can also, if all payees have endorsed the item, deposit the item to any account of which any one of the payees is an owner.

Items Not Payable to You

If a check or other item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your account or to require that the third-party payee's financial institution guarantee the third party's endorsement. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify, and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution.

We will have no liability to you for, and you agree to defend, indemnify, and hold us harmless from any claims to which we become subject as a result of our acceptance of an improperly endorsed or unendorsed item for deposit to your account, unless our negligence or misconduct is adjudicated to have caused or materially contributed to any associated loss you incur.

DEPOSIT RESTRICTIONS

We impose no limit on the dollar amount of deposits you may make on any type of account except Certificate Accounts (refer to the Truth in Savings Disclosure). Federal tax laws limit amounts that may be deposited to IRAs and similar special purpose accounts that enjoy favored federal tax treatment; consult a tax advisor. We do not give advice about potential tax implications or penalties that could result from your deposits to tax-favored accounts.

We reserve the right but do not undertake the obligation to refuse to accept for deposit checks or other items that are stale dated (more than six months old), or appear to have been altered, or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts and will not be liable to you or any third party for accepting items presented for deposit to your accounts.

YOUR RESPONSIBILITY FOR DEPOSITS

You agree to deposit only items that are properly payable to you and endorsed by you. When you deposit a check or other non-cash item, you warrant to us that you are entitled to enforce the item and you have no actual knowledge or reason to believe that the item has been subject to any forgery or alteration.

Our allowing your withdrawal of funds from a deposited item is not a representation or warranty by County Federal that the deposited item will be paid by the institution upon which it was drawn. Any statement by our staff to that effect should be interpreted as a guess or estimate only. Our staff does not have sufficient information or expertise to determine whether items drawn on other financial institutions are authentic or will be paid. If you have questions about whether an item you want to deposit to a County Federal account will be paid, you should ask the institution upon which the item is drawn.

You agree to defend, indemnify, and hold us harmless from any claims, damages, losses, liabilities, or expenses ("loss") to which we become subject as a result of our allowing either the deposit of an item to your account or the authorized withdrawal of funds from your account, except to the extent the loss was the result of our negligence or intentional wrongdoing. You acknowledge that we operate in an automated processing environment and, as a convenience to you, accept items for deposit through a variety of channels such as ATMs and Remote Deposit that do not involve our physical examination of deposited items. You agree that our failure to physically examine items deposited to your accounts does not constitute negligence.

REVERSAL OF CREDIT FOR DEPOSITS

If we receive an erroneous deposit, such as a duplicate direct deposit of net pay or a direct deposit of social security benefits after the payee's death, you agree that we can return the erroneous deposit to the payer without advance notice to you and deduct the deposit amount from the account balance.

If a non-cash item deposited to your account is lawfully returned unpaid by the institution on which it was drawn, or an electronic or wire transfer deposit to your account is lawfully reclaimed by the sender, you agree that we can return the amount of the deposit to the paying financial institution and deduct the amount from your account balance.

You waive protest and notice of dishonor for deposited items that are returned unpaid and for deposits that are reversed. However, we will attempt to notify you of reversed deposits as soon as practicable.

If any negative balance results from our lawful return or reversal of a deposit to your account, you agree to immediately make a deposit sufficient to restore the negative balance upon our demand. Your failure to do so will be deemed a material default in your financial obligations to County Federal, and you agree that "Our Right to Recover What You Owe Us" will apply.

Payments to Merchants and Other Third Parties

Payments from your County Federal accounts to third parties can be made (1) by writing a check on your County Federal Checking Account, (2) by giving your County Federal VISA® Debit Card to a participating merchant for a PIN- or signature-based point-of-sale purchase transaction, (3) by giving a merchant or other payee, such as a utility company, your VISA® Debit Card number (and in some cases, expiration date, security code and other identifying billing information) online, over the phone, or in writing and authorizing them to initiate a one-time or recurring purchase or payment entry, (4) via the Bill Payment and member-to-member account transfer features available through County Federal Online Banking and Mobile Banking, (5) via one-time or recurring ACH debit entry authorized by you in writing (unless ACH rules do not require written authorization), either with County Federal or the payment recipient, (6) via wire transfer, (7) via digital person-to-person payment services we make available, such as Zelle®, or (8) by a County Federal official check payable to a third party. We may make other payment methods available in the future.

Governing Law

In handling checking we will abide by the Uniform Commercial Code as adopted in California, Federal Reserve Board Regulations, and our Credit Union procedures, as revised from time to time.

Transactions

We will make payments on checks drawn on available funds in your Checking Account when signed by any person authorized on your Account Application. Debit Card purchases, cash advances, and third-party payments, regardless of how authorized, are withdrawn directly from your Checking Account. We reserve the right, but do not undertake the duty, to refuse to pay any check that is missing the payee's endorsement. You can also make deposits and withdrawals as explained in the "Deposits, Withdrawals, Transfers and Check Writing" sections of this Agreement.

If applicable law subjects a transaction to blocking or prohibits the transaction, the transaction may not occur, or the funds associated with the transaction may be held and unavailable to you or other parties to the transaction. Transaction screening may delay transaction processing or availability of anticipated deposits. You agree that County Federal will have no liability to you as a result of blocking or prohibition of transactions or delayed completion of transactions or availability of funds, if County Federal in good faith determines the delay to be necessary to comply with applicable law and regulation or mitigate risk of loss.

Transfers

You can transfer funds among your own County Federal accounts (1) in person at a County Federal branch, (2) by authenticated telephone request to a County Federal staff member, (3) by using your County Federal ATM or VISA® Debit Card at County Federal ATMs and some third-party ATMs on networks in which we participate, or (4) by using Audio Response or Online Banking or Mobile Banking. We may make other transfer methods available in the future.

Preauthorized Drafts

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your Checking Account number along with your routing and transit number and authorize them to use the information to debit your Checking Account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your Checking Account information to the payee is considered authorized by you, even though you have not signed a check.

Withdrawals

In this section, "withdrawal" includes withdrawals, payments, and transfers out of any account. All withdrawals are limited to the funds available in the account from which the withdrawal is initiated.

Withdrawals from County Federal accounts can be made (1) using your County Federal ATM Card or County Federal VISA® Debit Card at County Federal ATMs

or other ATMs displaying logos of networks in which we participate, (2) by cash-back request as part of a merchant point-of-sale purchase at a Point-of-Sale (POS) terminal displaying a logo of a network in which we participate, (3) by a County Federal Debit Card at participating VISA® merchants and other institutions that honor the Debit Card for cash advance transactions, and (4) in person at County Federal locations. We may make other withdrawal methods available in the future.

WITHDRAWAL LIMITS

You can initiate as many withdrawals as you wish out of your County Federal checking account as long as you have available funds in the checking account or funds or credit available through an Overdraft Protection Plan available to cover them. You can initiate as many withdrawals as you wish out of your other County Federal accounts as long as you have available funds to cover them, but overdraft protection is not available on accounts other than Checking Accounts. If we do inadvertently allow you to draw a non-Checking account negative, you agree to immediately restore the account to a positive balance upon our oral or written demand.

For additional information on withdrawal limits and rules, refer to the Truth in Savings Disclosure. You agree to comply with, and to defend, indemnify and hold County Federal harmless from, any claims, damages, losses, liability, or expenses arising out of your failure to comply with withdrawal restrictions imposed by any court order or third-party agreement (such as a marital property agreement) governing accounts you maintain with County Federal.

CASH WITHDRAWAL LIMITS

County Federal may impose cash withdrawal limits or advance notice requirements on all account types at our discretion.

ADVANCE NOTICE OF WITHDRAWAL

Except on checking accounts, we reserve the right to require at least seven and up to sixty days' advance notice before permitting you to withdraw funds.

Check Writing

Use only checks ordered from us and printed by our authorized check printer or from a printer of your choice who will print checks in a form approved by us. We may not pay checks that are not properly printed and formatted. We will have no liability to you or any third party for failing to pay checks that are not properly printed and formatted. Inspect all checks you receive for accuracy before using them. To reduce the risk of fraud, use indelible ink and completely fill in the lines for the payee and the written dollar amount, drawing a line through any unused space. Date and sign the checks you write. Destroy any spoiled checks.

STALE-DATED CHECKS

We are under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any related costs or damages unless you have given us a valid written stop-payment order on the check.

POST-DATED CHECKS

We will not be liable for paying post-dated checks unless you have provided a timely and valid stop-payment request and paid the applicable fee. A stop payment request must meet all of the requirements listed under “Stopping Payment,” below. If we do pay a post-dated check over valid written notice of a post-dated check, we will only be liable for your actual damages. The maximum actual damage is the amount of the check.

CHECK 21 AND SUBSTITUTE CHECKS

The “Check Clearing for the 21st Century Act,” commonly known as Check 21, took effect in 2004. It allows financial institutions to “truncate” clearing checks by creating an electronic image of a check rather than using the original paper check. The electronic image is called a “substitute check.” The substitute check includes the front and back of the original check and the legend, “This is a legal copy of your check. You can use it the same way you would use the original check.”

As a result of Check 21, many checks you write will be processed electronically, with the result that checks you write can clear in a matter of minutes or hours, rather than days. You should not write checks intending to make deposits to cover them later unless you plan to rely on an Overdraft Protection Plan.

LOST OR STOLEN CHECKS

You agree to notify us immediately upon the discovery of the loss or theft of your checkbook or of any number of blank checks. We recommend, and reserve the right to require, that you close your account and re-open it under a new number because of the risk of unauthorized use of your account that arises after your checks have been out of your possession.

Stopping Payment

To stop payment on any check before it has cleared your account, you must notify us orally, in writing, or by submitting a stop payment request through Online Banking or Mobile Banking and paying the required fee. We can require you to confirm any oral request in writing within 14 calendar days, or the oral stop payment request may lapse. A stop payment request submitted in writing or through Online Banking or Mobile Banking is valid for six months, after which it will lapse unless you renew it while it is still in effect. Stop payment requests will be processed promptly, but we will not be responsible for a check we pay within the first 24 hours after your request. You can request a stop payment form at any County Federal branch or through the Call Center.

Your stop-payment request must include your account number and your check number or the amount of your check. If the check number, account number, or dollar amount you give us is incorrect, our automated system may not be able to find the check or stop the payment. We will not be liable for failing to stop payment if the information you provide us does not describe the check accurately enough for us to find and stop it.

If we do not carry out a timely, accurate stop-payment instruction, we are not required to reimburse you if the check discharged your valid obligation. If we do reimburse you, you assign to us all claims against the person who cashed the check for the funds, and you agree to cooperate with our efforts to recover the funds. If you do not provide reasonably requested cooperation (such as refusing to assist in our pursuit of civil litigation against the person who cashed the check), we may deem the transaction to have been the result of your apparent consent and not credit your account.

You can also stop payments on certain types of EFTs, such as ACH payments and online bill payments, if you notify us in time. Refer to the “Electronic Funds Transfer Agreement and Disclosure Statement” section of this Agreement for more information.

Managing Your Account

Document Delivery and Review

Keep track of all deposit and withdrawal transactions on your accounts and all advances and payments on your loans. We will send you periodic statements covering all transactions on accounts and loans you maintain with County Federal.

We will have no liability or responsibility for communications that you do not retrieve or that are lost, damaged, or misdelivered by the U.S. Postal Service or other third-party delivery service.

Monthly Statement

If you have an active Checking Account or Electronic Funds Transfer (EFT) activity, you will receive a monthly statement; otherwise, we send statements at least quarterly. You agree that delivery of a periodic statement to the member on an account or loan constitutes delivery of the statement to all owners of the account and all obligors on the loan. Promptly review and reconcile statements and other communications you receive from us and contact us if you have questions or concerns. You can also access your account information through our Online or Mobile Banking services.

If you have a Checking Account or a credit line that allows you to write special checks to obtain loan advances, we do not send canceled checks with your periodic statement.

MONTHLY ELECTRONIC STATEMENTS (eSTATEMENTS) & NOTICES

When you opt-in to receive eStatements, we will notify you by email when eStatements and other notices, communications, and documents such as IRS tax statements, are available through your Online or Mobile Banking account for you to download. You can see what statements are available within the Online Banking and Mobile Banking platforms. You are responsible for collecting your eStatements, and we will be deemed to have delivered them as soon as we notify you that they are available.

COPIES OF CHECKS OR STATEMENTS

Checks - We retain electronic copies of the checks you write for the period required by law and will provide check copies to you upon request. Fees may apply. Refer to Fee Schedule.

Statements - If you do not receive an expected statement, contact us promptly to request a duplicate statement and to ensure that we are sending statements to the correct address. Fees may apply. Refer to Fee Schedule.

BUNDLED STATEMENTS

Some accounts of a member may not have identical owners or obligors. For example, a member might have a Savings and Checking Account with a Joint owner but an IRA under the member's name only. We "bundle" periodic statements for many of our services, meaning that a single statement covers multiple accounts and loans maintained for a member. Bundled statements may be addressed to the member or the member's Agent at the address in our records. The member and all other owners of accounts maintained with the member and all other obligors on loans maintained by the member consent to the delivery of bundled statements, even though this may result in release of information about an account or loan to which the addressee is not a party.

Minimum Balance Requirements

To open and maintain accounts, you must maintain any minimum opening balance and/or minimum balance specified in the applicable Truth in Savings Disclosure.

Inactive Account Fee

Some accounts that have no member-initiated activity for a stated period of time may be subject to inactive account fees. The current Fee Schedule shows fee amounts and conditions for imposition. Crediting of dividends and debiting of fees do not constitute member-initiated activity.

Funds Availability Policy

YOUR ABILITY TO WITHDRAW FUNDS

Our general policy is to make funds from electronic deposits available the business day after the day we receive them. Funds from deposits of cash, US Treasury Checks payable to you, checks drawn on County Federal payable to you, and the first \$225 of other checks are also generally available the first business day after the day of deposit. Electronic deposits are considered received when we have finally collected funds and the information needed to credit them to your account.

Funds from US Postal Service money orders, Federal Reserve and Federal Home Loan Bank checks, California state and local government checks, and cashier's, teller's, and certified checks are also generally available the business day after the day of deposit if payable to you and deposited to your account in person to a County Federal employee. If not deposited in person to a County Federal employee, funds from these items will generally be available the second business day after the day of your deposit.

Funds after the first \$225 of other types of checks are generally available the second business day after the day of your deposit.

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

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.

If we are not going to make all of the funds from your deposit available on by the first or second 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 need the funds from a deposit immediately, you should ask us when the funds will be available.

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 \$5,525 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 communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. These funds will generally be available no later than the sixth 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 will generally be available the business day after we receive them.
- Funds from deposits of cash, US Treasury Checks, and checks drawn on County Federal will generally be available the business day after the day of deposit.
- The first \$5,525 of deposits of US Treasury Checks are generally available the business day after the day of deposit.
- The first \$5,525 of deposits of US Postal Service money orders, Federal Reserve and Federal Home Loan Bank checks, California state and local government checks, and cashier's, teller's, traveler's, and certified checks are also generally available the business day after the day of your deposit if payable to you and deposited to your account in person to a County Federal employee. If not deposited in person to a County Federal employee, the first \$5,525 of funds from these items will generally be available no later than the sixth business day after the day of your deposit.
- Funds from other check deposits may not be available until the sixth business day after the day of your deposit.

DEPOSITS AT AN AUTOMATED TELLER MACHINE (ATM)

Funds from any deposits (cash or check) made at an ATM we own or operate may not be available until the second business day after the day of your deposit. Funds deposited at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit.

Posting Order and Processing

POSTING ORDER AND PROCESSING

The order in which we process transactions can affect your available balance and any overdraft fees you incur. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law, regardless of whether additional fees result.

It is important to understand that transactions are generally not processed in the order in which they occur. We receive deposit and withdrawal transactions in many different forms. Some items are received by us individually and others are received in batches throughout each day. Examples of items that we currently receive individually include debit card transactions, ATM withdrawals, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Examples of items that we currently receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We generally post batched transactions as they are received by us throughout each business day. It is possible that not all funds on deposit in your account will be available funds.

We may change the timing and posting order of when items are posted during the day and whether they are posted individually or in batches at any time without notice to you, except to the extent limited by regulatory and judicial authorities.

What is an Overdraft?

An overdraft occurs when the available balance in your checking account is insufficient to cover a transaction, but we pay it anyway. Your account is considered overdrawn when the available balance in your account is negative.

WHAT HAPPENS IF YOUR ACCOUNT IS OVERDRAWN?

When we determine that the available balance in your account is not sufficient to cover a check or other item presented for payment, we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional overdraft protection plans (discussed below) and have enough available funds in the linked account or available credit in the linked open-end credit plan, we will transfer or advance funds to cover the item.

Otherwise, without notice to you, we will either authorize/pay the insufficient funds item and overdraw your account and charge you an overdraft fee (subject to any limitations we impose and special rules for everyday debit transactions discussed in greater detail below); or decline or return the insufficient funds item without payment, and charge you an insufficient funds fee. (Note: we will not charge overdraft fees on everyday debit card transactions unless you have opted into the service in writing.) In the event an item is presented multiple times for payment, a fee may be applied after each presentment. The fees for overdrafts and returned items are discussed in greater detail in the separate Fee Schedule.

We are not obligated to pay any item presented for payment against your account if the available balance in your account is insufficient to cover the item. Unless you have an overdraft plan with available funds or credit, we pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

You can avoid fees for overdrafts and returned items by making sure that your account always contains a sufficient available balance to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts and returned items. You may enroll in one of the optional overdraft protection plans described in the next section entitled Optional Overdraft Protection Plan. While fees may apply when you use an optional overdraft protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

We do not control when merchants, third parties who initiate ACH payments out of your accounts, payees of checks you write, or others will present items to us for payment or approval. There may be a delay between when a payment is initiated (such as when you give your merchant your debit card number or initiate an Online Banking or Mobile Banking bill payment) and when it is actually presented to County Federal for payment or approval, and we determine your available balance.

Optional Overdraft Protection Plans

WHAT IS AN OVERDRAFT PROTECTION PLAN?

You can establish Overdraft Protection Plans for your checking account(s) by authorizing overdraft protection transfers from an eligible overdraft source, such as your savings account, or signing up for overdraft protection advances from a County Federal open-end credit plan if available under the credit plan's terms. As long as you have available funds or credit in your designated Overdraft Protection Plan source(s) and are not in default on any of your obligations to us, the overdraft will be paid.

OVERDRAFT PROTECTION PLAN SAVINGS

Funds transfers from savings accounts will be available whether you authorize them orally or in writing in an amount sufficient to cover the overdraft plus any service fee set forth on the Fee Schedule. Overdraft Protection account transfers will not be available if the transfer would cause you to fall below any required minimum balance on the source account.

OVERDRAFT PROTECTION PLAN LINE OF CREDIT

Credit advances require that you apply and be approved for an open-end credit plan and designate the open-end credit plan as an Overdraft Protection Plan. You can notify us in writing any time that you want the open-end credit plan to be an Overdraft Protection Plan. Any Overdraft Protection credit advance will begin to accrue finance charges as soon as it posts. Refer to the current version of the applicable credit plan agreement for details.

Overdraft Protection credit advances will be in an amount sufficient to cover the overdraft plus any service fee set forth on the Fee Schedule and will not be available if making the advance would cause you to exceed the credit limit on the credit plan.

If you designate more than one Overdraft Protection Plan source, and do not indicate an order of preference, we can choose which source(s) to access in any order. Overdraft Protection Plans cover all checking account debit transactions.

Even if you have an Overdraft Protection Plan, County Federal can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account, such as check "kiting."

What if I don't have an Overdraft Protection Plan?

Standard Overdraft Practices (Courtesy Pay)

If you do not have sufficient available funds or Overdraft Protection Plan funds from an authorized ODP source, we will apply Courtesy Pay, our standard overdraft practice. If we pay the item under Courtesy Pay, we will charge a Courtesy Pay fee.

Under Courtesy Pay, we will consider paying your checks, ACH (one-time or recurring), payments initiated using your checking account number, online bill payments, and recurring debit card transactions (e.g., streaming video service) and allow you to overdraw your County Federal checking account up to any limit we set internally rather than returning the item unpaid.

If you want the same coverage for your every day (non-recurring) debit card transactions, you must opt-in to Courtesy Pay for Everyday Debit Transactions.

If you meet our requirements, we may, without obligation on our part, approve and pay your reasonable overdrafts. We may charge a fee for this overdraft as described in the current Fee Schedule. The amount of any overdrafts, including fees, shall be due and payable immediately. We may use deposits you or others make to your account to repay overdrafts, fees, and other amounts you owe us.

Courtesy Pay is not applicable to Money Market Accounts.

Courtesy Pay may not be available if:

- Your Checking Account is less than 60 days old
- Your Checking Account does not receive regular deposits
- Your checking account has had a negative balance for more than 30 consecutive days
- You are more than 15 days past due on any County Federal Loan
- There are legal orders pending against any of your County Federal Accounts

The Courtesy Pay Program is a courtesy extended at our discretion. We may refuse to pay an overdraft for you at any time without prior notice, reason, or cause, even though your account is in good standing and even though we previously paid overdrafts for you. We reserve the right to exclude you from the Courtesy Pay program at any time and for any reason, including for what we believe to be excessive use of Courtesy Pay, and without prior notice. You should not rely on overdrafts as a means to cover ordinary or routine expenses.

Courtesy Pay is not a loan. We may, at our sole discretion, pay or return item(s) presented for payment against non-sufficient funds. We reserve the right to refuse to pay an overdraft at any time you do not have an Overdraft Plan with available funds or credit, even though we may have accommodated you in this way before. We have no obligation to notify you before we pay or return an item.

COURTESY PAY FEES

Fees for items paid or returned NSF are shown on the current Fee Schedule.

No Fee Overdrafts

Sometimes we are required to pay a transaction that may create an overdraft in your account without charging a fee.

For example, when you use your debit card at a hotel or gas station, we will receive a merchant authorization request before the final amount of your purchase is known. If the final purchase amount exceeds the amount requested in the authorization, we must pay the full transaction amount even if it exceeds your available balance. Likewise, if a merchant delays final posting of an authorized transaction, another transaction could be paid on your account in the interim, and you will not have enough funds in your account to cover the merchant transaction. In either case, you will not be charged a fee.

ACH Representation of NSF Items

If a check you wrote is returned unpaid due to insufficient funds, or a check that you deposit to a County Federal from another consumer's account is returned unpaid by the institution on which it was drawn due to insufficient funds, the check may automatically be represented through the ACH system. To qualify for representation, the check cannot have been presented for payment more than twice previously and must meet other County Federal and ACH representation criteria as amended from time to time. In addition, the face of the check must indicate that the item was returned NSF, and the check must not be altered or forged. You waive protest and notice of dishonor for nonpayment of deposited returned items.

Negative Balance Restoration

County Federal does not intentionally permit accounts to be drawn negative. The balance on any County Federal can nonetheless go into the negative if, for example, an item you deposit is returned unpaid or a data processing service disruption results in payment of items against insufficient funds. You agree to restore within 15 days of our written demand any negative balance resulting from authorized activity on any County Federal account.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your accounts that are started electronically. This Electronic Funds Transfer Agreement and Disclosure Statement ("EFT Agreement") applies to electronic money transfers initiated by the following means into and out of your County Federal accounts:

Our Digital Banking Service platforms and the various devices and payment services through which funds can be sent and received, such as Online Banking, Mobile Banking, Online Bill Payment, Online Money Movement such as Person-to-Person payments and External Account-to-Account transfers, and Alexa Voice Banking.

Our Electronic Payment Cards (ATM Cards and Visa® Debit Cards, "Card") and the various devices and payment services you can use or to which you can link your Card to make payments or deposits, such as ATMs and point-of-sale Card terminals, and digital wallet services like Apple Pay®, Google Pay™, Samsung Pay®, Fitbit Pay™, Garmin Pay™, and others as they become available.

The Automated Clearing House (ACH) network, which you can use to enable one-time or recurring transfers into or out of your County Federal accounts, such as direct deposit of net pay or automatic payment of recurring bills.

Wire transfers initiated through Payments Exchange: Fedwire and other wire services we may select at our discretion are subject to different terms (see the "Wire Transfers" section of the Membership and Account Agreement).

Some third-party payment services may allow you to link more than one County Federal EFT service delivery channel to their service to make payments. For example, PayPal® allows you to enroll using your Checking Account and routing number, in which case PayPal® payments will be initiated through the ACH network, or your Debit Card number, in which case PayPal® payments will be initiated using your Debit Card.

In this EFT Agreement and elsewhere in agreements you have with County Federal, physical devices you can use to initiate EFTs, such as ATM Cards or Debit Cards may be referred to collectively as "access devices," and personal identification numbers (PINs), passwords, and similar combinations of letters, numbers and/or symbols required to access EFT services may be referred to collectively as "access codes." "You" and "your" refers to any owner of the County Federal Account accessed with EFT services. "Authorized Person" has the meaning set forth in the County Federal Membership and Account Agreement.

For access codes other than ATM/Debit Card PINs, the access code is linked to an Authorized Person. Any Authorized Person can request an access code. That access code will enable that Authorized Person to view or otherwise obtain account information and conduct transactions on any County Federal account on which that person is authorized, subject to any transaction limits County Federal has agreed in writing to impose on the Authorized Person's access to specific accounts.

For Cards, a PIN is assigned to each Card issued. We issue Cards consistent with the instructions of any Authorized Person on an account that is eligible for Card issue. If issued, a Card will be able to access all Card-eligible accounts owned by Authorized Person to whom the Card is issued.

We reserve the right to restrict or prohibit EFT services on certain account types. For example, you will be able to view Certificate Accounts in some Digital Banking platforms, but you will not be able to initiate Digital Banking transfers into or out of Certificate Accounts.

Digital Banking Service EFTs

ONLINE BANKING AND MOBILE BANKING

You may use Online Banking at sccfcu.org or Mobile Banking (Digital Banking) to view your account information, make deposits (Mobile Banking only), and transfer funds (see below). Enroll for these services on sccfcu.org or by downloading the County Federal Mobile Banking app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll. See sccfcu.org for more information. Additional Digital Banking services may be added in the future.

Transfer funds using Online Banking and Mobile Banking Services:

- Transfer funds between your County Federal accounts
- Transfer funds to other County Federal members
- Make payments from checking or savings to a loan account with us
- Make payments from checking to third parties (Bill Pay)
- Make deposits to checking or savings (Mobile Banking only)

Digital banking is generally available 24 hours a day, seven days a week, subject to service interruptions for routine and emergency maintenance.

County Federal uses current encryption technology for Digital Banking to protect your accounts and information. However, we cannot guarantee the security of information transmitted over the internet.

ADDITIONAL TERMS APPLICABLE TO THIRD PARTY SERVICES

For funds that sent through a person-to-person payment service such as Zelle®, payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically canceled 14 days after the processing of the payment begins. Zelle®, to the extent permitted by law, will make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law. Refer to Service Provider Agreement for details.

The Digital Banking Bill Payment system will give you an estimated time it will take your payments to reach your payees. This will depend on whether the payee accepts electronic payments or requires payment by check. You are responsible for scheduling Bill Payments to arrive at your payees on time. County Federal will have no liability to any third party arising out of your use of the Bill Payment service within Digital Banking except for actual damages (limited to late fees and interest) arising out of failure to timely and accurately process a Bill Payment consistent with the instructions you enter. In no event will County Federal be liable for alleged consequential, indirect, or punitive damages arising out of your use of the Bill Payment service, such as alleged lost business opportunities or alleged harm to your credit standing.

You can cancel Bill Payments you have set up within the Digital Banking system at any time before the payment has begun to process. However, once a bill payment has begun to process, it cannot be stopped, and you must resolve any dispute you have directly with the person or company to whom you made the payment.

FEES FOR DIGITAL BANKING SERVICES

Refer to Fee Schedule.

LIMITS ON DIGITAL BANKING USE

Payments initiated via the Person-to-Person service or Bill Pay are subject to limits per transaction, day or rolling calendar days. Refer to Service Provider Agreement for details.

LOCKED ACCESS

If you enter in the incorrect Digital Banking login information several times in a row, Digital Banking will lock access to your account. You will need to contact County Federal to have your access reset. See "How to Contact Us" section at the end of this document.

UNAUTHORIZED DIGITAL BANKING TRANSACTIONS

Notify County Federal immediately if you believe an unauthorized person has gained access to your Digital Banking access credentials or if actual unauthorized Digital Banking transactions have occurred on your account.

You should also change your username and access code immediately.

See the separate "Unauthorized Transactions" provisions of the "Terms Applicable to All EFTs" portion of this "EFT Agreement" about your potential liability for unauthorized Digital Banking transactions. See "How to Contact Us" at the end of this document.

ADDITIONAL TERMS

Refer to the "Terms Applicable to all EFTs" portion of this EFT Agreement for additional terms that apply to Digital Banking.

Visa® Debit Card and ATM Card EFTs

A Debit Card bears the Visa® logo but is not a credit card. It allows you and anyone you authorize to use the Debit Card, wherever Visa® cards are accepted, to order the Credit Union to make payments from your County Federal Checking Account without writing a check. You can also use a Debit Card to do anything you can with an ATM Card.

An ATM Card allows you, and anyone you authorize to use the Card, to request that the Credit Union make withdrawals from your linked County Federal Checking or Savings Account via an ATM. You cannot use an ATM Card to make point-of-sale purchases or set up recurring payments using the card number.

Your membership must be in good standing, and you must have a County Federal Checking Account to request and qualify for a Debit Card. Your membership must be in good standing, and you must have a County Federal Savings Account to request and qualify for an ATM Card.

AVAILABLE SERVICES

County Federal Proprietary ATMs are ATMs we own and operate and are identified with County Federal signage.

At County Federal proprietary ATMs, you can use your Debit Card or ATM Card to:

- Withdraw cash from your County Federal accounts
- Deposit funds to Share Savings and Checking Accounts
- Transfer funds from Share Savings and Checking Accounts to Share Savings or Checking Accounts
- Obtain balance information on Share Savings or Checking Accounts

At Network (non-proprietary) ATMs designated by County Federal, you can use your Debit Card or ATM Card and PIN to:

- Withdraw cash
- Transfer funds
- Obtain County Federal Share Savings and Checking Account balances
- Make deposits to County Federal Savings and Checking Accounts (CO-OP® Network ATMs)

You can also use a Debit Card (but not an ATM Card) to:

- Pay participating merchants for goods and services by signature transaction (including online and telephone transactions) or PIN-based transactions
- Withdraw cash from your County Federal Checking Account in the form of a Visa® cash advance signature transaction from participating financial institutions and others who honor the Debit Card for that purpose or
- Enroll the card in Digital Wallet to initiate Debit Card payments to third parties using Digital Banking or an app installed on your mobile device.

ADDITIONAL TERMS APPLICABLE TO DEBIT CARDS AND ATM CARDS

IMMEDIATE DEDUCTION OF PAYMENT TRANSACTIONS FROM ACCESSED ACCOUNTS

Use of a Debit Card or ATM Card authorizes County Federal to charge your Checking Account or Savings Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card.

OTHER AGREEMENTS WITH COUNTY FEDERAL APPLY

Use of a Debit Card or ATM Card will be subject to the terms of your agreements with County Federal that apply to the Account(s) you access with the Debit Card or ATM Card (including the General Terms and the Checking Account Terms of the Membership and Account Agreement) and any applicable Overdraft Plan Terms, except that:

We may charge withdrawals in any order we determine consistent with the law and the Membership and Account Agreement, and if funds are not sufficient to cover all Checking Account withdrawals, we may pay Debit Card or ATM Card withdrawals and dishonor paper checks. Any attempted withdrawal on a non-Checking Account that does not have available funds will be declined.

Use of a Debit Card or ATM Card will be subject to the terms of your agreements with County Federal that apply to the Account(s) you access with the Debit Card or ATM Card, including this Agreement.

We cannot honor stop payment requests on Debit Card or ATM Card transactions.

VARYING TERMS OF YOUR AGREEMENT WITH COUNTY FEDERAL

Although other documents you may receive when you initiate transactions with your Debit Card or ATM Card, such as sales receipts, may have contract terms printed on them, your Debit Card or ATM Card agreement with County Federal is limited to the terms in this EFT Agreement plus the terms in the Membership and Account Agreement that apply to the Accounts you access, plus any Overdraft Protection Plan that you access with the Card.

MERCHANT CREDITS

Merchants and others who honor the Debit Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your account for that amount.

CONFLICTING INSTRUCTIONS

If you or anyone you authorize to use the Debit Card or ATM Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, we will follow the instructions given on the keypad.

EXCHANGE RATES

For international multicurrency transactions (purchases or cash advances), the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date.

ACCOUNT HOLDS

We may debit or place a hold on your Checking Account for transactions when we receive an authorization request or when we receive a notice that a transaction has occurred. While the hold is in effect, the "held" funds will not be available funds for any purpose other than the authorized transaction. If a final transaction posts to your account before the end of the "hold" period that follows an authorization request, the available funds in your account may be temporarily reduced by the amount of both the "hold" amount and the transaction amount.

DEPOSIT ERROR CORRECTION

ATM deposit errors will be corrected at the time of verification. If a deposit error correction results in a negative balance, "Our Right to Recover What You Owe Us" in the Membership and Account Agreement will apply.

CARD ACCESS BLOCKS FOR SUSPECTED FRAUD

As part of our effort to protect our members' assets and avoid losses due to unauthorized Debit Card or ATM Card activity, County Federal has implemented a fraud monitoring system on all issued Debit Cards and ATM Cards. This means that if your Card is subject to an unusual pattern of activity and we are unable to reach you to verify authorization of the activity, your Card may be blocked. If you anticipate making purchases that are unusual for you as to dollar amount, frequency, type of merchant, or location, call us ahead of time so that we can flag your account to reduce the risk that a fraud block placed on your Card will inconvenience you. However, we reserve the right to block your Card if we reasonably believe that use of that Card may result in unauthorized activity on your accounts that would cause us a loss. Our reservation of the right to block your Card against activity we believe is fraudulent is not a guarantee that your Card will not be subject to unauthorized use.

MERCHANT DISPUTE RIGHTS

Visa® operating rules give you certain rights to dispute merchant signature transactions initiated with your Debit Card if you do not receive or are dissatisfied with the goods or services you purchased. These rights do not apply to ATM Card transactions or to transactions initiated by check or other EFT service. To exercise your rights under Visa® operating rules, you must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify County Federal at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant. County Federal will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (20 business days for accounts open less than 30 days; 5 business days after receipt of written claims of unauthorized Debit Card use on accounts open at least 30 days). It may take us up to 45 days (90 days on POS or foreign transactions or accounts open less than 30 days) to make a determination.

If we determine that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination. If Visa® operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. We will notify you if this happens and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts. If a negative balance cannot be restored, "Our Right to Recover What You Owe Us" will apply. Your right to dispute merchant transactions through the Credit Union is limited to those provided by Visa® operating rules.

DEBIT CARD AND ATM CARD FEES

The use of the Debit Card or ATM Card at ATMs may be subject to a fee if the owner of the ATM you are using imposes a fee. If a fee is imposed, the law requires the ATM owner to disclose this information to you prior to completion of the transaction. County Federal imposes no fee applicable directly to the Debit Card or ATM Card transaction on your account.

Transactions in foreign countries, made through a foreign online retailer, or made in foreign currencies are subject to fees; refer to current Fee Schedule. If a merchant or ATM that accepts your card is located outside the United States (other than a U.S. military base, U.S. territory, or U. S. embassy or consulate), the transaction is foreign and subject to applicable foreign transaction fee(s). In addition, you will pay any fee assessed by the operator of an ATM you use.

If you make a deposit at any third-party ATM, such as through the CO-OP® Network ATMs, and you make an error (such as entering a wrong amount on the keypad, lack of endorsement, or another error), the third-party institution will assess a charge for processing and reconciliation and we will pass that fee on to you. Deposits that are returned for insufficient funds or other reasons will be charged a returned check fee. Third party reconciliation and returned check fees charges will be passed on to you. Refer to current Fee Schedule.

LIMITATIONS ON ATM AND DEBIT CARD TRANSACTIONS

You must not use or allow others to use your Debit Card or ATM Card for illegal transactions, such as illegal online gambling. The responsibility for determining the legality of a transaction lies with you, not with the Credit Union. You cannot use the actual or alleged illegality of an authorized transaction as a defense to your obligation to pay any amounts by which you become indebted to us. We reserve the right but do not undertake a duty to refuse to authorize any transaction that we reasonably believe is illegal. We also reserve the right to terminate your Card privileges if you use your Card for illegal activity.

ATM transactions and everyday Debit Card transactions must not exceed the available balance in the account you access unless you have an Overdraft Protection Plan with available funds or credit, or we offer and you opt in to the service and we elect to permit the withdrawal under our Courtesy Pay program. If you have available funds, you can withdraw cash from ATMs and make merchant and POS transactions up to your daily transaction limits. When we approve your request for an ATM Card or Debit Card, we will communicate your daily transaction limits when we issue your Card to you.

Merchant and POS transactions will be deducted from your Checking Account only.

Individual merchants or operators of ATMs or POS terminals may impose their own transaction limits.

Although you have sufficient funds in your account to cover a requested Card transaction, an ATM, merchant, financial institution, or other entity that honors the Debit Card or ATM Card may not be able to determine your actual balance. For this reason, County Federal will not be liable for the refusal or inability of any third party to allow you to use your Card or for their retention of your Card.

Generally, the Credit Union's ATMs will be available for your use seven (7) days a week, twenty-four (24) hours a day. However, please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection, and repair.

Loan payments at the ATM are subject to verification and collection. Loan payments made at ATMs will be credited the same day, providing your transaction is made Monday through Friday before 6:00 p.m. Pacific Time. Payments made after (or at any time on a weekend or holiday) will be credited on the next business day.

ATM deposits are subject to the "Funds Availability" section of the Membership and Account Agreement.

As a County Federal guard against unauthorized use of your Debit Card or ATM Card, the ATM will not operate (and your Card may be captured by the ATM) if your ATM PIN is repeatedly entered incorrectly. Should this happen, contact the Credit Union during normal business hours. See "How to Contact Us" at the end of this document.

DOCUMENTATION OF ATM AND DEBIT CARD TRANSACTIONS

Each time you use a Debit Card or ATM Card at an ATM, or for a signature or POS transaction, you will receive a receipt describing the transaction (unless an ATM notifies you before completing your transaction that receipts are not available, the transaction amount falls below the Visa® operating rule minimum for providing a receipt, or you decline an offer of a receipt). Card activity will also appear on your monthly statements. Some activity, such as purchases made over the phone or online, may be documented only on your monthly statements.

LIABILITY FOR UNAUTHORIZED USE OF ATM AND DEBIT CARDS

Consumer Visa® Debit Card holders are automatically enrolled in Visa®'s Identity Theft Program and are protected by Visa®'s Zero Liability policy, which means 100% protection for you in case of fraudulent signature-based transactions in most cases. All members benefit if County Federal keeps card fraud losses to a minimum.

You can call our Contact Center directly at (408) 282-0700 during business hours to notify us of travel or major purchase plans; and at any time to report fraud, loss, or theft of your card, or to ask that a block on your card be removed.

In general, your potential liability for unauthorized signature transactions initiated with a Debit Card is zero under Visa® operating rules. However, if you are grossly negligent in handling your Debit Card or reporting its loss or theft, your liability for any unauthorized PIN or signature Debit Card transaction may be up to \$500 if you take more than two business days to report the loss or theft and we can prove we could have stopped the unauthorized activity had you told us sooner, or unlimited as to any transactions that occur more than 60 days after we sent you the first statement on which unauthorized activity appeared. In addition, if you fail to report the unauthorized use of your Debit Card within 60 days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred after the sixty-day period, including any maximum credit that may be used for overdraft protection. If a good reason, such as a long trip or hospital stay, kept you from reporting the loss or theft of your card or unauthorized activity that appeared on your statement, the reporting period may be extended.

Your potential liability for unauthorized use of ATM Cards is set out below in the "Unauthorized Transactions" part of the "Terms Applicable to All County Federal EFTs" section of this EFT Agreement.

We will give you a written explanation of our investigation within three business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will change any provisional credit to a permanent credit. If we find that there was no error, we will reverse any provisional credit and the amount of the provisional credit will be deducted from your account. We will notify you if this happens and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee.

Automated Clearing House (ACH) Services

ACH transfers include automatic deposits into your County Federal accounts from third parties, such as direct deposit of your payroll or retirement benefits, and automatic payments out of your County Federal accounts to third parties, such as transfers to pay insurance premiums or health club dues. ACH transfers also include certain re-presentments of checks returned for insufficient funds (RCK entries), electronic presentments by payees to collect money you owe (ARC entries), and electronic presentments of point-of-purchase items such as checks (POP point-of-purchase entries or BOC back-office conversion entries). For RCK entries and ARC entries, the payee is required to notify you in writing that these items may be presented via the ACH system. For POP or BOC entries, the payee may convert a check you write to an electronic payment. Your rights and responsibilities with respect to all ACH entries are governed by California law, Consumer Financial Protection Bureau Regulation E, and ACH rules.

All ACH transfers must be authorized in writing by the party initiating the payment and in some cases the recipient of the payment unless ACH rules do not require written authorization. For example, to receive direct deposit to a County Federal account of net pay and some types of state and federal benefits, the recipient of the payments must complete an ACH direct deposit enrollment form.

ADDITIONAL TERMS APPLICABLE TO ACH TRANSFERS

Notice of Payments in Varying Amounts: If your regular payments vary in amount, the person you are going to pay is responsible for notifying you of the amount at least 10 days in advance of the scheduled payment date. You may elect to receive this notice only when the payment amount will vary by more than a specified amount from the previous payment, or when the amount would fall outside certain limits that you set.

NOTICE OF DIRECT DEPOSITS

If you receive regular (at least every 60 days) direct deposits, the person sending you the payment is required to notify you when they send us the money. You have the right to call us at the number in the "How to Contact Us" section at the end of this document to confirm whether you have received an expected direct deposit. You can also use Online Banking or Mobile Banking to find out if an anticipated direct deposit has arrived. The only notice we will send indicating that a direct deposit has arrived will be your periodic statements.

ERROR CORRECTION

If an ACH transfer is made to your account in error (for example, your employer inadvertently makes a double deposit of your net pay), you agree that we can reverse the erroneous payment without advance notice to you. We will, however, tell you when a correction has been made. If an error correction results in a negative balance in your account, you agree to immediately restore the account to a positive balance upon our written demand. If you do not do so, you agree that "Our Right to Recover What You Owe Us" in the Membership and Account Agreement applies.

PROVISIONAL NATURE OF ACH CREDITS

Credit we give you for an ACH deposit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive final settlement, you agree that we can reverse the credit, and the paying party will be deemed not to have paid you in the amount of the entry.

RIGHT TO STOP ACH PAYMENTS AND PROCEDURE FOR DOING SO

If you have regular preauthorized charges to your account, you can stop any of these payments. Here is how: Contact us immediately or in such manner as to allow us a reasonable opportunity to act upon your stop payment request (see the "How to Contact Us" section at the end of this document). You can visit a County Federal branch, call, or contact us via the online chat service available within Online Banking. 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. There is a fee for each stop payment request. Refer to the County Federal Fee Schedule. To prevent any future transfers, you should also notify your recipient of the payment in writing to stop the charges and send us a copy of your notice.

LIABILITY FOR FAILURE TO STOP ACH PAYMENTS

We must receive your ACH stop payment notice in such a manner as to allow us a reasonable opportunity to act upon it.

LIMITATIONS ON ACH SERVICES

For deposits, the payer (the person or entity that pays you the money) must offer direct deposit. For payments, the payee (the person or entity to whom you pay money) must be able to debit the payments via ACH transfer.

DOCUMENTATION OF ACH TRANSFERS

The only documentation we will provide of ACH transactions will be your periodic statement. However, as explained above, you have the right to call us to find out whether ACH transactions, including but not limited to anticipated direct deposits, have occurred. Additional information provided by the payer may be necessary to research your request.

LIABILITY FOR UNAUTHORIZED ACH TRANSFERS

In general, your liability for unauthorized ACH transfers will be as set forth in the "Terms Applicable to All County Federal EFTs." You will need to submit an "Written Statement of Unauthorized ACH Debit" to obtain a refund of an unauthorized ACH payment.

The following are considered unauthorized ACH payments:

- ACH payments you never authorized
- ACH payments on which you notified the payee in writing that the authorization was revoked
- ACH payments that occurred sooner than the date you authorized
- ACH payments in a different amount than what you authorized
- Checks that are improperly processed electronically
- ACH payments that are improperly re-initiated after having been returned or
- ACH payments that you authorized a third party to initiate but the third party did not make the payment as authorized

Terms Applicable to All County Federal EFTs

Your acceptance, retention, or use of any County Federal EFT access device or access code constitutes an agreement between you and County Federal to the terms for the services you obtain as explained above and to the following general terms applicable to electronic funds transfers.

Keeping Your EFT Access Devices and Access Codes Secure

To minimize the risk of unauthorized use of EFT access devices and access codes, you agree to follow these rules:

1. Never write access codes on your ATM or Debit Cards or keep them on pieces of paper in your wallet or by your telephone or computer. Do not let others watch you key in your EFT access codes.
2. If you voluntarily provide County Federal EFT access devices or access codes to anyone, that person becomes an Authorized User of the device or code and you are authorizing that person to take all of the money out of your account plus take advances on any line of credit you have linked to your account for overdraft protection up to the credit limit. County Federal is not bound by agreements between you and third parties limiting their permission to use your EFT access devices or access codes.
3. The only time you should provide an EFT access code to County Federal is when you are logging in to use an EFT access device such as an ATM or a Digital Banking channel. County Federal will never ask for your EFT access code in person, by mail, email or by telephone. Any email or postal mail requesting your EFT access code is fraudulent. Should you receive such a request, DO NOT release your information, and notify County Federal as soon as practicable.

CONSUMER ACCOUNTS: YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS - ALL EFTS EXCEPT AS NOTED

Tell us AT ONCE if you believe any County Federal EFT access device or access code has been lost or stolen or has been or may be subject to unauthorized use, or if you believe that an electronic funds transfer has been made without your permission using information from a County Federal personal check. Refer to the "How to Contact Us" section at the end of this document for how to provide this notification. Calling us is the best way to minimize your liability. If you do not tell us promptly, your liability may be up to the total balance in the account subject to unauthorized access, plus any available funds or credit limit in accounts or credit lines linked to the accessed account for overdraft protection.

If you report the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card) to us within two (2) days after you learn about it, you can lose as much as \$50 if someone used your access device or access code without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card), and we can prove we could have stopped someone from using your EFT access device or access code without your permission, 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 or we sent you email notification that your electronic statement was available for viewing, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. (This rule does not apply to Debit Cards if the unauthorized use falls under Visa®'s "Zero Liability" rule.)

If you were precluded from telling us for a compelling reason, such as an extended trip or hospital stay, we will extend these time periods.

If an EFT device or access code is associated with an account maintained for business purposes, you are responsible for maintaining security and supervising use of your EFT access codes and devices. You will generally be responsible for all activity initiated using any access code or device made available to you except: (a) as limited by Visa® operating rules applicable to Debit Cards or (b) if and then only to the extent negligence or intentional misconduct by County Federal contributed to the unauthorized activity.

Refer to the "Liability for Unauthorized Use of ATM and Debit Cards" section of this EFT AGREEMENT for information regarding your potential liability for unauthorized use of Debit Cards.

Any person to whom we issue an EFT access device or access code at the request of an Authorized Person, or to whom an Authorized Person gives an EFT access device or access code, or to whom an Authorized Person gives express or implied permission to use an EFT access device or access code, will be able to withdraw all of the money in your County Federal accounts linked to that device or access code plus any associated overdraft protection. We consider such persons to be Authorized Users. You agree that all Authorized Users may take any funds in your County Federal accounts (including funds from any overdraft protection source) until you notify County Federal to deactivate the EFT access device or access code. You are obligated to repay any debt to County Federal that results from the authorized use of EFT access devices or access codes, whether or not the Authorized User stays within any limits of use set by you. You remain liable for any authorized use of your County Federal access devices or access that occurs before you tell us to cancel the device or code.

Consult your applicable loan agreements for liability for unauthorized direct access by EFT device to your lines of credit.

DOCUMENTATION OF EFTS

If you have EFT activity on any County Federal account or activity other than the posting of dividends or deduction of fees on a County Federal Checking Account, we will provide you with monthly statements. Otherwise, we will provide you with statements at least quarterly.

CREDIT UNION LIABILITY—ALL EFTS

If we do not properly complete an EFT transaction according to our agreement with you, we may be liable for your direct losses or damages, subject to certain exceptions.

We will not be liable if:

- Through no fault of ours, your account does not contain enough money, or you don't have available creditor an Overdraft Protection Plan to make the transaction
- An ATM or other location where you are attempting the transaction does not have enough cash
- The EFT system was not working properly, and you knew about the breakdown when you started the transaction
- Money in your County Federal account is subject to legal process or other claim, or we have blocked access to your County Federal account due to your failure to meet your obligations to us
- The EFT access device or access codes you are attempting to use has been reported missing and we have blocked its use
- Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions or
- We establish other lawful exceptions and give you legally required advance notice of them
- In no event will County Federal be liable for consequential, indirect, or punitive costs or damages that you claim resulted from our failure to correctly process EFTs

We will carry out instructions we receive via EFT access devices, access codes, and in writing in the case of ACH transfers. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify, and hold County Federal harmless from all costs, claims, damages, or liabilities that we sustain as a result of carrying out in a reasonable manner instructions received through EFT access devices, access codes, or in writing in the case of ACH transfers. We may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, you assume the risk of using them.

We do not warrant the security or safety of any location. With respect to your use of ATMs, we are not responsible for any wrongful act committed by anyone who is not our authorized Agent or employee of acting within the scope of their agency or employment agreement with County Federal.

You are solely responsible for the installation, operation, and maintenance of, and payment for, all third-party equipment, software, and services you use in connection with County Federal EFT activity, including but not limited to your computer, mobile device, telephone, and internet service. County Federal will have no liability to you as a result of any failure or malfunction of any third-party equipment, software, or service you use or attempt to use in connection with your County Federal EFT activity.

If you experience technical difficulties with a County Federal-provided EFT device, system, or application, such as a Debit Card, our Mobile Banking App, or Online Banking, you can contact us, and we will make a good faith attempt to correct the problem if we determine it is caused by a circumstance within our control. HOWEVER, WITH RESPECT TO EFT SERVICES, COUNTY FEDERAL DOES NOT MAKE, AND EXPRESSLY DISCLAIMS TO THE FULL EXTENT ALLOWED BY LAW: (1) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (2) ANY WARRANTY THAT COUNTY FEDERAL EFT SERVICES WILL OPERATE ERROR FREE AND WITHOUT INTERRUPTION.

PRIVACY—ALL EFTS

With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make:

- When necessary to complete transfers
- To verify the existence and condition of your account for third parties such as consumer reporting agencies or merchants
- To comply with valid government agency or court orders or
- If you give us your written permission Refer to County Federal's Privacy Statement for a comprehensive discussion of our policies on maintaining the privacy of your personal and financial information.

CHANGE IN TERMS—CANCELLATION

We may change the terms of this EFT by providing legally-required notice to you.

You agree that we may immediately terminate this agreement and your use of Credit Union EFTs, without notice, if any of the following occur:

- You or any Authorized User of your EFT access devices or access codes breach this or any other agreement between us (including loan agreements), provided that you will retain access to your accounts for the time set forth in the "Our Right to Suspend Access to Your County Federal Credit Union Accounts if You Default on Your Obligations to Us" section at the beginning of the County Federal Membership and Account Agreement
- We have reason to believe that there has been or may be an unauthorized use of your EFT access device or access code
- We have been notified that there are conflicting claims to the funds in your accounts
- Termination is necessary to preserve the security of Credit Union accounts or systems
- Any Authorized Person on your account authorizes us to do so or
- You obtain cash from an ATM at a time when funds are not available in your Credit Union accounts accessed under this program and you have not established an Overdraft Protection Plan

Your Debit Card or ATM Card is the property of the Credit Union, and you agree to return it to us upon request.

ADDITIONAL TERMS

Generally, EFT services may be accessed seven days a week; however, ATMs and other EFT systems are sometimes closed temporarily for maintenance or repairs.

EFTs may involve other agreements you have with the Credit Union, such as checking or loan agreements. Wherever applicable, the terms of these agreements shall apply to the EFT transaction as well.

Unless otherwise required due to the laws of your state of residence, California, and applicable federal law, including but not limited to Consumer Financial Protection Bureau Regulation E, govern this EFT AGREEMENT. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.

Your use of any EFT access device or access code constitutes your acknowledgement of receipt of this EFT AGREEMENT prior to your use of the device or code.

County Federal's business days are Monday through Friday, excluding federal holidays. We may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this EFT AGREEMENT.

If use of EFT services by you or any Authorized User results in your becoming indebted to County Federal, and you do not pay what you owe us, you agree that "Our Right to Recover What You Owe Us" set forth in the Membership and Account Agreement applies.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTS

CONSUMER ACCOUNTS

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, contact us at the telephone number or address listed under the "How to Contact Us" section at the end of this document. Please tell us all the information requested under the section entitled "What To Tell Us in Case of Any Error or Inquiry" at the end of this document.

We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared. If you tell us orally, we may require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten business days (twenty business days if your account is less than 30 days old) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days for Point-of-Sale (POS) transactions, transactions involving foreign countries, or transactions on accounts less than 30 days old) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days (twenty business days if your account is less than 30 days old) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Debit Card and your account has been open at least 30 days, we will provisionally credit your account within five business days.

If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your account while we investigate.

We will give you a written explanation of our investigation within three business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will change any provisional credit to a permanent credit. If we find that there was no error, we will reverse any provisional credit and the amount of the provisional credit will be deducted from your account. We will notify you if this happens and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee.

CREDIT UNION OFFICIAL CHECKS

We may allow you to withdraw funds from your account or take a loan advance in the form of a cashier's check. A cashier's check is drawn on us and we are, under normal circumstances, guaranteeing payment of the check.

Cashier's checks should be handled with great care as they are functional cash equivalents and payment cannot be stopped.

We will accept a request for a refund or replacement of a cashier's check only if you give us a written declaration under penalty of perjury stating the cashier's check was lost, stolen or destroyed before you negotiated it or delivered it to the payee.

If the cashier's check was lost, stolen or destroyed after delivery or attempted delivery to the payee, the payee must also sign a written declaration under penalty of perjury the check was lost, stolen or destroyed before the payee negotiated it. If we receive the request after we have paid the cashier's check, we will have no responsibility for the loss.

We are not obligated to issue a replacement cashier's check until 90 days after its date. We reserve the right to require you to post and pay for a lost instrument bond before we will issue a refund or replacement.

We are discharged from further liability if we refund a cashier's check by crediting the account or credit line from which you obtained the funds to purchase the cashier's check, or if we replace the cashier's check by issuing a new one. If a holder in due course presents the original cashier's check for payment after we have refunded or replaced it, you must pay the amount of the original cashier's check to the holder, or to us if we are required to pay the holder. If you do not pay upon our reasonable demand, you agree that "Our Right to Recover What You Owe Us" applies.

Wire Transfers

We can process wire transfers from your account and will carry out your written instructions. We will also receive wire transfers for you. Wire transfers are subject to applicable law and regulation, including the terms of Federal Reserve Regulation J, Article 4A of the Uniform Commercial Code, and for outgoing international consumer wires, the Remittance Transfer Rules of Consumer Financial Protection Bureau Regulation E. California law governs County Federal wire transfers. If Remittance Transfer rules apply to an international wire, you will receive a disclosure to that effect when you initiate the wire.

Wires sent and received will be reflected on your monthly account statement. You agree to report any errors or unauthorized activity within 14 days. If you do not report an error or unauthorized wire within 30 days after we mail you the statement on which it appeared, we will not be responsible for any resulting loss. With respect to international wires, you may have a longer time to report errors or unauthorized activity. You will receive a disclosure of international wire dispute rights that exceeds these time limits, if any, when you initiate an international wire to which extended reporting times apply.

Wire Transfers continued.

Wire transfer instruction errors may delay the sending or receipt of your wires.

We can refuse to carry out wire instructions if we have reason to believe following the instructions will cause us a loss.

We will not be liable for damages to you or to any third party if we accurately carry out the wire transfer instructions we receive in a reasonable manner. You confirm you understand there is a risk wire transfers can be lost, mis-delivered or delayed due to circumstances beyond our control, you assume such risk, and you agree we will have no liability to you or any third party as a result of errors, interruptions or delays in wire transmission except to the extent they arise from our gross negligence or intentional misconduct. We will not be liable to you for errors by other institutions involved in the processing of wire request.

We will not be liable for indirect, consequential or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised they may occur. Our maximum liability will be the amount of the wire transfer and any interest we are required to pay under applicable laws or regulations or the rules of the funds transfer system used to process your wire.

WIRE TRANSFERS WE RECEIVE

We will carry out the terms specifically as transmitted by the sending financial institution. We have no obligation to correct erroneous spelling or account numbers. We will follow account numbers, not names, in posting incoming wires, unless we have actual knowledge the name and account number do not match. If we have actual knowledge the name and account number do not match, we may at our option post the wire according to the account number or return the wire to the sending institution.

We will not be responsible for any direct or consequential claims, damages, losses, or liability you allege occurred due to a failure to post a wire to your account if the failure was due to an error in the name or routing number provided by the sender, or an inconsistency between the name and account number provided by the sender. We are responsible only for our failure to accurately comply with the instructions provided by the sender, and our liability is limited to the amount of the wire. We will not be liable for any alleged consequential damages resulting from our error, such as lost business opportunities or harm to your credit standing.

Unless a specific account is indicated, we will post wired funds to your regular share savings account. If we receive an erroneous wire to your account, the sending party can reverse the transaction and the amount of the wire will be deducted from your account. We will notify you if this happens, and you agree to immediately restore any resulting negative balance upon our demand. If you do not do so, you agree our Right of Offset applies. If we cannot recover the negative balance by exercising our Right of Offset, you agree our right to recover Collection Costs applies.

You agree we are not required to provide notice to you if we receive a wire transfer on your behalf. It is your responsibility to confirm funds you expect to receive via wire transfer are posted to the appropriate account. You may telephone us, visit any branch, or use Telephone Banking or Digital Banking to check deposits to your accounts.

WIRE TRANSFERS WE SEND

We can process wire transfers from your accounts and will carry out your written instructions upon receipt of your request. The wire transfer request cutoff time is 1:00 p.m. PST on a business day. Requests received after the cutoff time will be processed on the next business day. A wire transfer form is required for each request. Available funds must be in the account that is designated to withdraw from for the wire and any applicable fees. We can select any conventional means for processing your wire transfer. Except for certain types of international wires, wire transfer orders do not apply to funds transfers taking place through the Automated Clearinghouse System.

We can rely on any information furnished on the wire transfer form with respect to the recipient, the receiving financial institution and any correspondent bank. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfers. You understand and agree if you provide a bank name and identifying number that do not match, or a recipient name and account number that do not match, we and any other entity involved in processing your wire are entitled to rely on the number only and will have no obligation to you or any third party to confirm that the name and number match.

We reserve the right not to complete a wire transfer request when in receipt of an incomplete wire transfer request form. We may, on occasion, be in receipt of additional documentation provided by you with information related to the recipient's wire instructions. We may use this information to validate your instructions; however, we cannot be held liable if the information does not match your instructions on the wire transfer form. You agree to defend, indemnify and hold us harmless from any costs we incur because of carrying out your wire transfer instructions, including unanticipated costs we incur. Any such costs may be deducted from any County Federal Credit Union account in which you have an interest.

We may, as an accommodation to you, attempt to assist you in identifying routing numbers or correspondent or intermediary bank numbers for your wire transfer recipients. However, any such assistance is provided as an accommodation to you only. We will not be responsible for any errors.

Once a wire has been sent, it generally cannot be amended or canceled. International wires may be subject to cancellation for the time stated in the disclosure you receive.

Any person to whom you have given actual, implied or apparent authority to initiate wire transfers out of your account or who gains access with or without your permission to the information necessary to initiate wire transfers out of your account is deemed to have been authorized to initiate the wire and you will be liable for the amount of the wire.

SECURITY PROCEDURES

We may establish security procedures to verify the authenticity of any funds transfer. By submitting a wire transfer, you confirm your agreement that these security procedures are reasonable. You will be notified of the security procedure, if any, to be used to verify funds transfers authorized by you or for which your account will be liable.

Your wire transfers may be delayed if you give us erroneous information or if you have not kept current your contact information which we maintain in our records. They may be further delayed if we are unable to perform our security procedures due to no fault of our own.

REMITTANCE TRANSFERS

Remittance transfers are consumer electronic transfers of funds outside the United States whether initiated via the ACH system or a wire service. They are governed by Consumer Financial Protection Bureau Regulation E and other laws and regulations governing wire transfers. When you initiate a remittance transfer, you will receive a written disclosure required by law. That disclosure will, among other things, explain how you can cancel a remittance transfer before it is sent and the time within which you must do so. The disclosure will also include information on dispute resolution and applicable timeframes for disputes.

GENERAL AGREEMENTS OF MEMBERS

Member Conduct Policy

You agree to conduct your business with County Federal and treat our staff, volunteer officials, and your fellow members in a civil and professional manner. Our complete Member Conduct Policy is provided at the time of membership application and incorporated herein by reference. You agree to pay any attorney's fees and court costs we incur to enforce our Member Conduct Policy.

Meeting Your Obligations

You agree to comply with the terms of agreements governing the County Federal services you receive including but not limited to this Agreement.

You agree to be honest with us about your financial circumstances. You agree not to omit any material information from applications for County Federal services. You agree not to request or use credit if you have reason to believe you will be unable to make the required payments.

You agree to be truthful and disclose all material information when submitting claims of account errors or unauthorized transactions. If we credit your account or loan in response to your error or unauthorized transaction claim, you agree to comply with our reasonable requests for documentation and assistance in investigating your claim and recovering the associated loss from the responsible party(ies).

You will not allow any County Federal account to fall below a zero balance. If any County Federal account of yours has a negative balance, you agree to restore the account to a balance no lower than zero immediately upon our written or oral demand.

You will be responsible for all items deposited to your accounts. If a deposited item is returned unpaid, the amount of the item plus the Returned Deposit fee shown on the current Fee Schedule will be deducted from the account of deposit (or if that account does not have sufficient available funds, from any account in which you have a present ownership interest), and you will be responsible for immediately restoring any resulting negative balance.

Your failure to handle your account properly may result in our reporting you to consumer reporting agencies that monitor account abuse, and this report could adversely affect your ability to obtain account services.

Your failure to meet loan obligations may be reported to consumer credit reporting agencies. This report could adversely affect your credit standing and ability to obtain credit.

You agree that "Our Right to Recover What You Owe Us" applies to any amount you owe us that you do not pay according to your agreements with us.

Suspension or Discontinuation of Services

We can close accounts for any lawful business reason by sending you advance notice required by law. We will generally give you at least 10 days' notice before we close an account but reserve the right to close accounts without advance notice. Any closing of your accounts will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are available to handle them.

We can suspend or terminate borrowing privileges on credit lines consistent with applicable law by providing any notice required by law. Refer to your credit agreements for further details.

Reasons we can suspend or discontinue services, with or without notice, include but are not limited to (1) your failure to provide funds sufficient to cover your debit transactions, (2) your failure to keep loan payments current, (3) misuse of your accounts for check kiting, deposit of invalid items, or other unlawful purposes, (4) filing of a bankruptcy petition by or against you, (5) your failure to observe the conditions of any other agreement with us, (6) your failure to provide a valid U.S. taxpayer identification number or certificate of exemption, (7) our receipt of a notice from the Internal Revenue Service that the taxpayer identification number you have given us is not valid or that you are subject to backup withholding, (8) our receipt of notice from any governmental agency exercising its proper jurisdiction that continued provision of the service would be unsafe or unsound or violate a law or regulation to which we are subject, or (9) any reason listed under "Service Denial and Termination of Membership" above.

In general, if we suspend access to your accounts or lines of credit due to default on your obligations to County Federal, the suspension will continue until you meet your obligations or contact us to make payment arrangements that are satisfactory to us in our reasonable judgment. Access to credit lines can be suspended immediately upon our default. We will generally not suspend account access until the later of (1) at least 10 days after your default or (2) 5 business days (10 business days if your mailing address is outside California) after we have sent you a written notice that we will take this action. Notices may be sent by regular mail, or at our option, by electronic communication. We generally do not suspend access to funds exempt from creditors' remedies such as certain types of federal benefits or accounts subject special tax treatment such as Individual Retirement Accounts.

Service Denial and Termination of Membership

We reserve the right to deny all services, except the rights to maintain a Savings Account and vote in County Federal Board elections and vote on other matters brought forth to the membership, or restrict your access to County Federal Branches and/or Shared Branch premises if appropriate, if any of the following occur:

- You fail to meet your obligations to County Federal
- You fail to comply with applicable law or County Federal's Bylaws and rules as amended from time to time
- You are convicted of a crime in connection with your business with County Federal
- You are convicted of a crime of moral turpitude
- You cause County Federal an unrestored loss in any way (including, but not limited to, loan charge-off, unrestored overdrafts, or bankruptcy) or
- You fail to conduct your business with County Federal (including at Shared Branch locations) consistent with our Member Conduct Policy.

While we attempt to avoid making errors in determining your eligibility for membership, if we find that you gave us misleading information or that we made a mistake and admitted you to membership when you were not eligible, you will not be eligible for further County Federal services.

We can also expel you if you fail to participate in County Federal by maintaining the required minimum balance in a share account, or by a two-thirds vote of a special meeting of the members of County Federal called for that purpose. Should the National Credit Union Administration so permit, we can also expel you by a two-thirds vote of the Board for any reason that would allow us to deny services to you.

Neither termination of your membership by you or by us, nor our imposing our service denial policy, will relieve you of obligations that you incurred prior to termination of your membership or denial of services.

Prohibition on Illegal Activity

Use of County Federal products, devices, and services to conduct illegal transactions is prohibited. You agree not to use any County Federal products, devices, or services to engage in illegal activity. We have the right to refuse to conduct transactions initiated on your accounts if we reasonably believe them to be illegal, such as illegal internet gambling transactions, but we have no obligation to determine the legality of transactions you initiate. You cannot use the actual or alleged illegality of authorized transactions as a defense to your obligation to pay amounts you become indebted to us as a result of those transactions.

Death or Incompetence

If we receive notice that the sole owner of an account is deceased, we will cease to honor transactions initiated on that account. We may, however, depending on the circumstances, honor disbursement instructions from any named pay-on-death beneficiary(ies), any person(s) appointed by a court as executor(s) or administrator(s) of the deceased owner's estate, or any person(s) claiming to be successor(s) of the deceased owner under laws governing administration of small estates.

If we receive notice that the sole owner of an account has been declared legally incompetent, we will cease to honor transactions initiated on that account, unless initiated by a person holding a valid power of attorney that includes power to transact on the account and survives the legal incompetence of the owner, or a court-appointed conservator or guardian for the property of the owner.

If we receive competing instructions from persons claiming an interest in the account of a deceased or incompetent owner, we may freeze the account until we receive consistent written instructions from all claimants or a court order directing disbursement of the account.

Inactive Account Fee

Some accounts that have no member-initiated activity for a stated period of time may be subject to inactive account fees. The current Fee Schedule shows fee amounts and conditions for imposition. Crediting of dividends and debiting of fees do not constitute member-initiated activity.

Closing Your Account

You may terminate your Credit Union services at any time by notifying us orally or in writing, depending on the type of request. Termination of Credit Union services by you or by us will not relieve you of any obligations incurred prior to termination. We may require you to maintain your membership with the required minimum share account balance while you are paying off your outstanding obligations to us.

Identification

We reserve the right to verify your identity by any reasonable means before providing information to you.

Our Responsibility for Following Your Instructions

We reserve the right to verify your identity by any reasonable means prior to acting upon instructions.

On accounts or loans with more than one Authorized Person, we can follow the instructions of any one Authorized Person. If a court orders that an account or loan be subject to multiple signature requirements, we reserve the right to close the affected account or loan due to our technical inability to honor such requirements. If we continue to make the account or loan available to you, you agree that you have sole responsibility to monitor compliance with and meet dual or multiple signature requirements and to defend and indemnify us from any liability or claims arising out of your failure to comply with multiple signature or similar requirements for joint authorization of transactions. We operate in an automated processing environment and cannot monitor compliance with multiple signature requirements imposed by third parties.

We will follow your instructions on your accounts and loans. Instructions may be provided orally or in writing. Oral instructions will be honored only after we have confirmed the identity of the person giving the instructions. Instructions received via secure electronic transmission, such as PIN-initiated "Automated Teller Machine" (ATM) keypad or secure messaging within the Online Banking and Mobile Banking platforms, are treated as written instructions.

We honor all valid court orders, legal process, and powers of attorney that govern your accounts or loans. Valid court orders and legal process (such as valid subpoenas) will prevail over conflicting instructions from Authorized Persons.

We reserve the right to refuse to follow your instructions if (1) they are ambiguous, (2) we reasonably believe the instructions do not comply with applicable state or federal law, (3) an Authorized Person asks us not to allow transactions on an account or loan, (4) we receive conflicting instructions on accounts or loans with more than one Authorized Person, (5) we are unable to verify your identity, (6) we reasonably believe that following the instructions will cause the Credit Union a loss, or (7) any other lawful reason.

Once we have followed the instructions of an Authorized Person, we are relieved from liability to any owner of the related account or obligor on the related loan unless our following the instructions violates a court order to which we are subject or we have agreed in writing to freeze the account or loan. Any disputes regarding actions taken on the account or loan must be resolved between or among the parties to the account or loan.

You agree to defend, indemnify, and hold us harmless from any claims, damages, losses, liability, or expenses to which we become subject as a result of your violating court orders or agreements to which you are subject. For example, if a family court order directs you not to withdraw funds from a County Federal account and you withdraw the funds contrary to the order, you will be responsible for any claims related to the withdrawal and you agree to defend and indemnify us from any related claims.

We are not required to honor restrictive legends on items you write or endorse unless we have expressly agreed in writing to do so. For example, our negotiating a loan payment check on which you have written "payment in full" will not discharge your loan obligation unless either (a) we have agreed in writing that the payment will discharge your obligation or (b) the check actually pays your loan balance in full, including accrued interest and other charges.

You agree, at your sole expense, to defend, indemnify and hold us harmless from any claims, damages, losses, liability, or expenses to which we become subject as a result of our following the instructions (including electronic instructions) of any Authorized Person.

Our Right to Freeze or Block Accounts and Loans and Refuse to Follow Instructions

In case of conflicting instructions, we reserve the right, but do not undertake the duty, to freeze funds in any account or refuse to make loan advances until we receive consistent written instructions from all Authorized Persons or a valid order from a court of competent jurisdiction.

We may block accounts or decline transactions consistent with requirements imposed by applicable laws, regulations, or government agency directives.

Our Right to Recover What You Owe Us

If you owe us money, whether on a loan, because an item you deposited was returned unpaid causing a negative account balance, or for any other reason, and you fail to pay what you owe us consistent with your agreement with us or upon our lawful written or oral demand, you agree that we can take any County Federal shares in which you have a present beneficial interest (unless prohibited by law or the share agreement) to recover all or part of what you owe us without further notice to you. On joint accounts, our right of offset applies to all funds in the account if any owner of the account

is in default on a payment obligation to us. We are not subject to agreements between or among Joint owners regarding ownership of funds in joint accounts. If we exercise our rights under this provision, you agree that we are not electing a remedy or waiving our rights to take other lawful action to collect any amount you still owe us. This consent by you is in addition to any equitable right of offset or right we have to impress a lien on shares under the Federal Credit Union Act or other applicable law.

You agree to pay reasonable costs we incur in attempting to collect what you owe before we take legal action, such as repossession costs for example. If we or a third party acting on our behalf initiate legal action to collect an amount you owe us or damages we are entitled to under the law (such as statutory damages imposed for writing bad checks), you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or another type of legal action.

To the full extent allowed by the law of your state of residence, collection costs will bear interest from the date incurred until paid at the contract rate (in the case of costs incurred to collect loans you have obtained from County Federal) or the legal rate (in the case of collection costs incurred to collect other money you owe to County Federal).

Notices

You can send us any written notices regarding your accounts or loans by writing to our main office. See "How to Contact Us" section at the end of this document. If we change our contact information for delivery of notices, we will notify you. We are not required to honor notices from you that are inconsistent with your agreements with us or that appear to be inauthentic. Certain types of notices, such as change of address notices, may be subject to verification for security or other business reasons. We reserve the right to refuse to honor written notices to close accounts, withdraw funds, or other written transaction requests that could cause County Federal a loss until we authenticate the instructions consistent with our security procedures.

We can send you periodic statements and other communications by mailing them to your address in our records or by sending them to you electronically if you have agreed to receive statements and other communications from us electronically. Notices that we send to you will be binding upon mailing or electronic delivery or after the passage of any time required by applicable law or regulation, whichever is later. Notices and statements mailed to you by first-class U.S. mail are presumed to be received five business days after mailing if you live in California, or ten business days after mailing if you live outside California. Unless we receive a delivery failure notice, if we send you notice by email that indicates statements or other communications are available for pick-up within our Online Banking and Mobile Banking channels, the statement or other communication will be presumed to have been received by you upon transmission of the email notice.

Unless otherwise required by law, our sending a statement or other communication to any owner of an account or obligor on a loan will constitute delivery of the statement or other communication to all owners, agents, or obligors.

If any mailed statements or other documents are returned to us by the U.S. Postal Service as undeliverable, we are authorized to destroy them. We will retain the capacity to provide copies of statements and other communications to you for any maximum time prescribed by law. We are not required to continue to attempt to send mail to you at an address the U.S. Postal Service has notified us is not valid for you.

Beneficial Owners

County Federal may release information about accounts to present beneficial owners of those accounts, even if the beneficial owner is not currently an Authorized Person. Examples of present beneficial owners who are not Authorized Persons would include present non-trustee trust beneficiaries, minor beneficiaries of Uniform Transfers to Minors Act accounts, or beneficiaries of representative payee accounts for payment of benefits such as social security disability benefits.

Former Owners and Obligors

County Federal will provide a former owner or obligor information about activity on the account they owned or the loan on which they were obligated that took place while they were an obligor or owner. For example, assume that A adds B as a joint owner of A's accounts on January 1, 2022, and B is deleted as a joint owner of A's accounts on December 31, 2023. County Federal will release to B information about activity on A's account that took place from January 1, 2022 through December 31, 2023, without A's permission. If B wants information about activity that occurred prior to January 1, 2022, or after December 31, 2023, County Federal would release that information to B only with A's authenticated written permission or valid legal process such as a subpoena or court order.

Costs and Fees Associated with Information Requests

Any party who requests information about an account or loan must pay applicable research and copying costs unless waived by County Federal.

Backup Withholding

County Federal has the right to withhold amounts required by state or federal tax laws from your dividends if you or the Internal Revenue Service advises us that you are subject to backup withholding or if you fail to certify your correct Social Security/taxpayer identification number on a form designated by us. You are responsible for providing County Federal with the correct social security/taxpayer identification number on all accounts you open with us. We have no duty of further inquiry as to the number(s) you provide, but we will not open or maintain accounts without social security/taxpayer identification numbers (or notice that a number has been applied for or you are eligible for a waiver).

Tax Reporting

We comply with the Internal Revenue Code, IRS regulations, and state law in reporting your earnings on dividend-bearing shares, your interest payments on certain types of loans, discharges of debt, and payment of miscellaneous income. Our compliance with IRS reporting requirements does not constitute tax advice.

Waiver and Modification

We can fail to exercise one or more rights we may have under this Agreement or any other agreement we have with you on one or more occasions without such failure being deemed a waiver of any right and without altering the terms of any agreement with you.

Changes to the Agreement

Subject to and consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service. "Modify" may include changing existing terms, adding new terms, or deleting terms. Any modification of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if (1) made pursuant to a written Credit Union change-in-terms notice, (2) made in writing and signed by an authorized Credit Union agent, or (3) made by a court order in an action to which we are a party.

No employee, official or other actual or apparent agent of County Federal is authorized to change terms of your agreements with County Federal orally. We are not subject to court orders in actions to which we are not a party, such as divorce decrees.

Documents such as sales receipts that you receive from third parties when you initiate transactions using County Federal-issued devices (normally checks, credit cards, debit cards, or ATM cards) may have terms printed on them. Those printed terms will not affect your agreements with us.

Change-in-terms notices may appear in periodic statements or separate notices we send you, as long as the timing and format of such notices meet legal requirements.

Fees and Damages

Our current Fee Schedule details our fees for general and account-related services and is incorporated into this Agreement by reference. Fees may include, by way of example only, maintenance fees, transaction fees, minimum balance charges, dormant (inactive) account fees, levy processing fees, escheat handling fees, and locator service fees. To the extent fees related to default of your agreements with us exceed our actual direct and indirect costs, they are to be considered damages.

County Federal loans are subject to fees and charges. Loan-related fees and charges are disclosed in the applicable credit agreement and in some cases may also be shown on the current Fee Schedule.

If we receive valid legal process requiring us to provide records about your accounts or loans and the party requesting the information is not required by law to pay for our costs of providing the information, we will recover our costs of compliance by deducting them from any account in which you have available funds. If you do not have available funds, such costs will be subject to "Our Right to Recover What You Owe Us".

Fees may be added or changed by legally required notice to you.

SAFETY AND SECURITY

Maintaining Account Security

We make best efforts to maintain commercially reasonable security protocols for in-person, telephone, and electronic banking transactions.

You are responsible for maintaining the security of your County Federal accounts, account access devices, and account access credentials. Any person to whom you voluntarily give your account information, access devices, or access credentials, whether or not they are known to you, is considered an "Authorized User" and can conduct any transaction you can conduct yourself. We will not reimburse you for losses incurred as a result of transactions initiated by you or Authorized Users.

In handling your service requests and inquiries, in our exchange of communications with you, we may ask you to provide limited personal information to confirm your identity for security purposes. However, we will never initiate unsolicited communications with you asking you for confidential personal information such as your full social security number, account number, or confidential access code. We already have this information and will not need it when contacting you.

Financial fraud against consumers and businesses is widespread. We cannot and do not undertake any duty to advise you about whether any proposed transaction on your County Federal accounts or the parties to it are legitimate. County Federal makes no representations or warranties to you about products or services you purchase from any third party or about the physical or legal condition of property you purchase with proceeds of your County

Federal accounts or loans. Any appraisal, valuation, or other inspection we order in connection with property that will secure a County Federal loan is for our sole benefit and you should not rely on it. A County Federal staff member may attempt to assist you by, for example, cautioning you about a type of transaction known to have a high incidence of fraud, but any such action is an accommodation only and does not constitute an undertaking by County Federal to prevent you from falling victim to financial scams. Our responsibility is limited to maintaining commercially reasonable security protocols to minimize the risk of unauthorized access to your accounts. If you lose money as a result of financial fraud, you may not be able to get the money back.

Please notify us immediately (see How to Contact Us at the end of this document) if you receive a questionable communication that appears to be from us so we can investigate.

OTHER LEGAL TERMS

Written Permission, Legal Mandates, Operational Requirements

County Federal does not generally release personal or financial information about Members or Authorized Persons to third parties. However, notwithstanding any other provision of this Agreement or our published Privacy Statement, County Federal will disclose information about you and your accounts and loans to third parties (1) as allowed by the authenticated written permission of any currently Authorized Person on the account or loan, (2) as required by law, such as in response to properly issued subpoenas or court orders, or (3) to conduct our business and comply with laws and regulations applicable to County Federal, and (4) to process your transactions. Examples of situations in which we release information to third parties to conduct our business include disclosure of loan and account performance to consumer reporting agencies, enforcement of obligations to County Federal, and investigation of unauthorized activity claims. Refer to the County Federal Privacy Policy for more information.

California Consumer Privacy Laws

Information that County Federal collects about California resident consumers is generally covered by federal or state financial information privacy laws. To the extent such information is covered by financial information privacy laws, it is exempt from the California Consumer Privacy Act. However, if County Federal does collect information about California resident consumers that is not subject to federal or state financial information privacy laws, County Federal will provide required disclosures at the point of collection. County Federal never sells information about our consumers to third parties.

Escheat/Unclaimed Property

In general, if for three years (or the period called for by your state law if the address we have for you in our records is outside California), you initiate no communication with us, you do not log into Digital Banking Services, and there is no activity on any County Federal account of yours other than crediting of dividends and debiting of fees, any account balances you have will be deemed abandoned and subject to forfeiture to your state of residence in our records. We will mail you notice required by applicable law that your funds will be subject to escheatment if you do not contact us, log into Digital Banking Services, or transact on your account.

General Provisions

If any provision of this Agreement is adjudicated to be void, voidable or unenforceable, it will be deemed amended to the extent necessary to render the provision enforceable consistent with its intent. If the provision cannot be so amended, it will be deemed deleted and the remaining provisions will continue in effect.

Record Retention

We are not required to retain or provide to you or third parties any records on any account, loan, or other activity you have with us beyond any time limit imposed by applicable law or regulation. We suggest that you retain agreements and disclosures governing the services you obtain from us, including any change-in-terms notices you receive, until you no longer have the related service.

WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY

To enable us to investigate any claims of unauthorized transactions, errors, or other inquiries regarding your County Federal accounts, provide the following information in your correspondence:

1. Your name and account number on which the questioned transaction occurred
2. A description of the error and why (to the extent you can explain) you believe it is an error; and
3. The dollar amount of the suspected error

HOW TO CONTACT US

For current operating hours and locations, visit www.sccfcu.org

- Call (408) 282-0700 or (800) 282-6212
- Visit any County Federal Branch during normal business hours
- Write P.O. Box 11024, San Jose, CA 95103, Attn: Member Services
- Send a secure email message through your Online or Mobile Banking account