



TRUTH-IN-SAVINGS DISCLOSURE

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THE USA PATRIOT ACT

The USA Patriot Act requires credit unions to take extra security precautions to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. These procedures are designed to prevent crimes, such as identity theft and account fraud that terrorists commit to finance their operations against the U.S. and its citizens.

When an account is opened or changes, you will be asked for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying government issued documents. The definition of an account covers a broad range of regular financial transactions such as deposit, transaction, asset, or credit accounts or other extension of credit. The required verifications may be inconvenient for some but a strong deterrent for terrorists and other criminals.

You can rest assured that we will only request the information required by law and that we will use the information only for purposes of complying with the law. Your privacy is our top concern, and we will respect and protect it as always, consistent with the law's requirements.

YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, a membership application must be completed. Please read this brochure completely and retain it with your personal records.

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



GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

Par Value

The par value of a share in Santa Clara County Federal Credit Union is \$25.

Accrual of Dividends

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

Dividend Rates

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

Rate Enhancements

The Gets Better Option of our Relationship Rewards Program provides dividend rate and annual percentage yield (APY) enhancements on designated accounts during each monthly or quarterly dividend period in which your aggregate loan activity and/or account balances, or a combination of products qualify you for Gets Better benefits. The Credit Union's current Dividend Rate Schedule will state which account types qualify for dividend rate and APY enhancements and the amount of the enhancements. The Credit Union can change designated accounts and enhancements at any time at its sole discretion.

Balance Information

We compute the balance in our share, checking and share certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

Bylaw Requirements

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the Board of Directors. A member who fails to complete payment of one share within 3 months of his admission to membership, or within 3 months from the increase in the par value of shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 3 months of the reduction, may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one member to another, by written instrument in such forms as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members

to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

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

Requirements to Maintain a Regular Savings Account

You must open a Regular Savings Account and pay a one-time membership fee to open any subsequent accounts. You must maintain the Regular Savings Account to avoid closure of that account and any subsequent accounts.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

Definitions

ACCOUNT AGREEMENT means any share, checking, share certificate trust, totten trust or UTMA account.

TIS AGREEMENT means Truth in Savings Agreement entitled, "Truth In Savings Disclosure."

Membership and Account Application

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

Account Ownership

The ownership of trust, totten trust, organizational and CUTMA (California Uniform Transfer to Minors) accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

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

Special Rules for Joint Accounts

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

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

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

Notice

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

Ability to Pledge Funds

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

Enforcement of Liens

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

Notification of Changes

The right or authority of the Credit Union under an Account Agreement shall not be changed or terminated by the Account Holder(s), except by written notice to the Credit Union and the receipt of an amended Account Agreement, of which written notice shall not affect transactions previously made. All parties to an Account Agreement shall keep the Credit Union informed of any change in their address(es).

If there is a conflict between information the member has provided on different Account Agreements for the same account, the information on the most recent Account Agreement will govern.

Waiver of Certain Rights

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

Consumer Reports

The Credit Union makes credit available to its members on a regular basis. The Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with possible future credit opportunities, and the Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Account Holder(s). The Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies. The Account Holder(s) authorizes the Credit Union to run a consumer report if the Account Holder(s) requests the Credit Union to open a checking account. The Credit Union may also run a consumer report before issuing an ATM card, check card or other services.

Negative Credit Reporting

Pursuant to State Law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Post-Dated Checks

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

Examinations of Statements

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

Non-Cash Payments

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

Fees and Charges

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

Credit Union's Right to Offset

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understands that this means that the Credit Union has the right to

impress and enforce a statutory lien against the Account Holder(s)'s shares and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understands that the Credit Union may enforce this right without further notice.

Other Terms and Conditions

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

UCC Provisions

This TIS Agreement shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC).

Member Conduct Policy

To provide a safe and professional environment for County Federal's staff, volunteers and members and so that County Federal may provide proper attention to each member, the Board has adopted a Member Conduct Policy. All members and other parties to County Federal accounts and loans (all called "members" in this provision) must abide by the Member Conduct Policy.

Members are entitled to courteous, accurate and prompt service from County Federal.

The Member Conduct Policy requires members to conduct business with the County Federal in a civil and businesslike way. County Federal will not tolerate verbal or physical harassment or abuse, disruptive behavior, or violence or threats of violence. Persons who appear to be under the influence of intoxicating substances or persons carrying weapons are not permitted on County Federal premises at any time.

Breach of the Member Conduct Policy may, at the County Federal's option, result in the breaching member being placed on "limited service" status. A member on limited service status may be restricted to only (a) a membership share account with deposits and withdrawals permitted only by U.S. mail and (b) the right to vote in credit union elections. Alternatively, a breaching member's access to County Federal premises and services may be limited in management's reasonable discretion to maintain a safe and professional working environment. In addition, County Federal may take any other lawful action deemed necessary under the circumstances. County Federal may seek a judicial restraining order if in its judgment it is necessary for the protection of any County Federal employee or volunteer. If such an order is obtained, the member against whom the order is obtained agrees to pay reasonable attorney's fees and costs, which will bear interest at the legal rate.

ABOUT OUR SHARE ACCOUNTS

Santa Clara County Federal Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are Regular Savings, Money Market Savings (Members Choice), Holiday Club, Vacation Club, M3 Money Club, Get Started Share Account, Escrow, and IRA Accumulation.

Rate Information

Our share accounts are designated variable rate accounts on the Dividend Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

About Our Regular Savings Account

Dividend Compounding and Crediting

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

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Regular Savings Account is \$25. You must maintain a minimum daily balance of \$25 in your account to obtain the Annual Percentage Yield stated on the Dividend Rate Schedule.

About Our Money Market Savings Account (Members' Choice)

Our Money Market Savings Account is a tiered-rate share account accessible by check.

Dividend Compounding and Crediting

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

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Money Market Savings Account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your account to obtain the Annual Percentage Yield stated on the Dividend Rate Schedule and to avoid closure.

Transaction Limitations

The minimum amount you may withdraw is \$300 per withdrawal. The maximum number of withdrawals you may make by check is three (3) within one calendar month. No more than six (6) pre-authorized, automatic or telephone transfers may be made from your savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three (3) or these six (6) transfers may be made by check, draft, online, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests.

About Our Holiday Club Account

Dividend Compounding and Crediting

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

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Holiday Club Account is \$25. You must maintain a minimum daily balance of \$25 to obtain the Annual Percentage Yield stated on the Dividend Rate Schedule.

Transaction Limitations

Our Holiday Club Account may be opened at any time. Funds will be disbursed to you on or about November 1st. No withdrawals may be made after the first six days of opening the Account or before November 1st without a penalty. Any withdrawal prior to November 1st will result in the withdrawal penalty fee stated on the Fee Schedule.

About Our Vacation Club Account

Dividend Compounding and Crediting

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

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Vacation Club Account is \$25. You must maintain a minimum daily balance of \$25 to obtain the Annual Percentage Yield stated on the Dividend Rate Schedule.

Transaction Limitations

Our Vacation Club Account may be opened at any time. Funds will be disbursed to you on or about June 1st. No withdrawals may be made after the first six days of opening the Account or before June 1st without a penalty. Any withdrawal prior to June 1st will result in the withdrawal penalty fee stated on the Fee Schedule.

About Our M3 Money Club (Share Account for Youth)

This program is designed to teach young Credit Union members, children ages 12 and under, the importance of saving and reinforce these savings habits. Young members will receive rewards for making transactions, accumulating savings balances and opening certain types of additional accounts. The approximate reward value is \$20 or less and prizes are subject to change at any time. The Board of Director's reserves the right to change or discontinue the bonus reward program on this account at any time. Accounts must be opened as a joint account with an adult member, who is a parent, grandparent or legal guardian. Share Certificates and IRA's are also available as a part of this club.

Dividend Compounding and Crediting

Dividends will be compounded quarterly and will be credited quarterly for the M3 Money Club Share Account. For the M3 Money Club account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods other follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Dividend Rate Schedule. When an account is closed, we pay dividends through the day prior to the closing date. The dividend rate and APY are variable and can change at any time at the Board of Director's discretion. Dividend periods and other terms are subject to change at the Board of Director's discretion.

Minimum Balance and Deposit Requirements

The minimum deposit that is required for you to open a M3 Money Club Account is \$25. You must maintain a minimum daily balance of \$25 to obtain the Annual Percentage Yield stated on the Rate Schedule. There is no monthly service charge for a M3 Money Account. The membership fee is waived on all new M3 Money Club Accounts.

Transaction Limitations

The member may make unlimited number of these types of transactions to the M3 Money Club Account: Deposits (branch or by mail), withdrawals or transfers (branch or by mail). No more than (6) pre-authorized, automatic or telephone transfers made from your M3 Money Club Account in any calendar month. Withdrawals and transfers out of the account via Direct Connect 24 and Online Connection are limited to six per month.

About Our Get Started Share Account (for teens)

The Get Started Program is designed to teach Credit Union members, ages 13 to 19, the importance of saving and reinforce these savings habits. This program offers teenagers the education, the freedom, and the independence needed to manage their financial matters. Get Started will act as a bridge for our young members who are graduating from the M3 Money Club by offering a continuum of credit union products and services. If the Get Started member is under the age of 19, accounts must be opened as joint accounts with an adult, who is a parent or guardian. An adult joint owner is not required to have a membership account if the Get Started member qualifies for membership on their own. Certificates and IRA's are also available as a part of this program. See the separate IRA and certificate disclosures for terms and conditions. Minors must meet compensation requirements to qualify for an IRA.

Dividend Compounding and Crediting

Dividends will be compounded quarterly and will be credited quarterly for the Get Started Share Account. For the Get Started Share Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this

same pattern of dates. The dividend declaration date is the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Dividend Rate Schedule. When an account is closed, dividends accrue from the day of deposit to the day prior to withdrawal. The dividend rate and APY are variable and can change at any time at the Board of Director's discretion. Dividend periods and other terms are subject to change at the Board of Director's discretion.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a Get Started Share Account is \$25. You must maintain a minimum daily balance of \$25 to obtain the Annual Percentage Yield stated on the Rate Schedule. There is no monthly service charge for a Get Started Savings Account. The membership fee is waived on all new Get Started Membership Accounts.

Transaction limitations

The member may make an unlimited number of these types of transactions to/from this Get Started Share Account:

- Deposits (Branch, Mail, ATM, Co-op ATM)
- Withdrawals (Branch, Mail, ATM, Co-op ATM)
- Transfers (Branch, Mail, ATM, Co-op ATM)

Due to regulatory compliance, during each month, only six (6) of these following types of transactions can be performed:

- Drafts or point-of-sale transactions (these transactions are further limited to 3 per month)
- Pre-authorized automatic transfers or overdraft transfers to/from another SCCFCU account
- Transfers to another account made using Direct Connect 24 and Online Connection
- Transfers to a third party

Note: In monitoring these limited transactions, we count transactions that have actually posted to the account during the calendar month.

About Our Escrow Account

Our Escrow Account is offered for those members who require escrow impounds to be held separately on their mortgage loan.

Dividend Compounding and Crediting

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

About Our IRA Accumulation Account (Traditional, Roth, & Coverdell Education)

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open an IRA Accumulation Account is \$25. You must maintain a minimum daily balance of \$25 to obtain the Annual Percentage Yield stated on the Rate Schedule.

Dividend Compounding and Crediting

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

Incorporation of IRA Agreement and Disclosures

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

Transaction Limitations

With IRA Accumulation accounts you can make contributions at any time. You are responsible for ensuring that your total annual contributions do not exceed any maximum amounts established by federal law; the Credit Union does not monitor this for you.

ABOUT OUR CHECKING ACCOUNTS

Santa Clara County Federal Credit Union offers a checking account which lets you withdraw your money and write checks against your account at any time. Our current Rewards checking account is offered with different benefits based on your level of participation in the Relationship Rewards Program. Check with the Credit Union office for current benefits information and qualifications.

Rate Information

Our checking account is a designated variable rate account on the Dividend Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

Dividend Compounding and Crediting

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

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a checking account is \$25. After that, there is no minimum balance required. To receive dividends on your checking account, you must meet the requirements specified in the Relationship Rewards Program to obtain the Annual Percentage Yield stated on the Dividend Rate Schedule.

Order of Check Posting

Santa Clara County Federal Credit Union posts the checks in the order that item(s) are presented for payment.

ABOUT OUR COURTESY PAY

Courtesy Pay may provide certain account holders in "good standing" with the ability to overdraw their personal checking account up to \$750 (including fees). Courtesy Pay offers additional flexibility and convenience in managing account owner funds, and provides peace of mind knowing that checks, ACH debits, ATM/POS and Debit card transactions may be paid up to the authorized Courtesy Pay limit.

We are not obligated to pay any item presented for payment if the account does not contain sufficient collected funds. If the account has been open at least 60 days and maintained in good standing, defined as:

- A) Making regular deposits sufficient to cover transactions
- B) Bringing the account to a positive balance – meaning not overdrawn for more than thirty days consecutively
- C) Having no legal orders outstanding on your account
- D) No loans may be delinquent more than fifteen days.

This non-contractual Courtesy Pay Program 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, even though we may have previously paid the overdrafts. We have no obligation to notify the account holder before we pay or return an item. Courtesy Pay may be revoked at any time without notice. The amount of any overdrafts, plus our Courtesy Pay fee(s) that the account holder owes is due and payable upon demand.

To opt-in or opt-out of this program, please contact us by telephone at (408) 282-0700 or (800) 282-6212; visit us at www.sccfcu.org; or write us at:

**1641 North First Street
San Jose, CA 95112
Attention: Member Services**

Checks and Electronic Funds Transfers

Courtesy Pay privilege is used by initiating checks and electronic funds transfers or other payments or withdrawal requests for more than is on deposit in the account. If you maintain your account in good standing and have the need for this courtesy, we may, at our sole discretion, pay the check(s) up to the authorized limit, and we will charge your account our normal Non-Sufficient Funds and/or Courtesy Pay fee for each item that overdraws your account. We will send you a notice each time an overdraft occurs. Opt-in for this program is not required. However, you may choose to opt-out of the program at any time.

ATM and Everyday Debit Card Transactions

Courtesy Pay privilege on ATM withdrawals and everyday debit card transactions require your authorization. You must opt-in (agree) to use this program with your account. If you maintain your account in good standing and have the need for this courtesy, we may, at our sole discretion, pay the ATM withdrawal(s) and/or everyday debit card transactions up to the authorized limit, and we will charge your account our normal Non-Sufficient Funds and/or Courtesy Pay fee for each item that overdraws your account. We will send you a notice each time an overdraft occurs. **If you choose not to opt-in, and funds are not available in your account, requests for ATM withdrawal and requests for authorization using your debit card will be declined.**

Limitations

Courtesy Pay does not apply to Money Market accounts. Account holders must be 18 years or older to qualify. The Credit Union may limit the number of accounts eligible for Courtesy Pay to one account per member. Courtesy Pay limit amount is an aggregate total for all checking suffixes in an account.

Disclaimer

Santa Clara County Federal Credit Union Courtesy Pay Program is non-contractual, discretionary and is not guaranteed. SCCFCU has no obligation to pay an item presented against non-sufficient funds. Courtesy Pay can be withdrawn at any time without notice.

Account Fees

Whether we pay or return an overdraft item, a per-item fee will be charged to your account as a Non-Sufficient Funds or Courtesy Pay charge, as set forth in our Fee Schedule.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Santa Clara County Federal Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are Regular Term Certificates and IRA (Traditional, Roth, & Coverdell Educational) Term Certificates.

Annual Percentage Yield

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

Maturity

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

Rate Information

Our share certificate accounts are designated fixed rate accounts on the Dividend Rate Schedule. You will be paid this rate and yield until maturity.

Dividend Compounding and Crediting

Dividends will be compounded quarterly and will be credited quarterly and at maturity.

Minimum Balance and Deposit Requirements

The minimum deposit required for you to open a share certificate account is stated on the Dividend Rate Schedule. You must maintain the minimum daily balance stated on the Rate Schedule to obtain the Annual Percentage Yield stated on the Rate Schedule.

Renewal of Account/Grace Period

Your account will automatically renew at maturity for the same time period as the original term unless you withdraw all or some of the funds in your account at maturity or within a grace period of 6 days after maturity.

Account Limitations

You may not make deposits into and principal withdrawals from this account until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends from your account at any time. With IRA certificates with terms of 6 and 12 months, you can make contributions at any time during the certificate term. With the 12 Month Add-On Share Certificate, you can make deposits at any time during the certificate term. You are responsible for ensuring that your total annual contributions do not exceed any maximum amounts established by federal law; the Credit Union does not monitor this for you.

Early Withdrawal Penalty

Minimum Penalty: A minimum early withdrawal penalty equal to seven days simple interest on the certificate balance will be deducted from your certificate at the time of any withdrawal from the account within six days after the certificate is opened or within six days of an earlier withdrawal.

The following penalties apply for withdrawals after six days of opening or prior to the end of the term:

1. An amount equal to the lesser of the dividends earned from the date of the term commenced on the amount withdrawn or 90 days earnings on the entire principal balance; and
2. The remaining amount on deposit will earn dividends at the Regular Savings Account rate from the date of the early withdrawal.

Exceptions to Penalties

The early withdrawal penalty will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share account or the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining no less than 70 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

Incorporation of IRA Agreement and Disclosures

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

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

The EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Santa Clara County Federal Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Santa Clara County Federal Credit Union is given below, followed by specific disclosure information for each service. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Santa Clara County Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Santa Clara County Federal Credit Union.

Personal Identification Number

We will issue you a Personal Identification Number (PIN). This number should be memorized. After memorizing it, you should destroy it. Your accounts can only be accessed by the use of an access device with the PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

Right to Receive Documentation of Transactions

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

Your Liability for Lost, Stolen or Unauthorized Transactions

Contact us immediately if you believe your ATM Check Card and/or PIN has been lost or stolen. Your liability may not exceed more than \$50 if you contact us within sixty (60) days of our sending you the statement on which the unauthorized use appears. Contact us immediately if your statement shows transactions that you did not make. If you do not contact us within 60 days after the statement was mailed to you, you may be liable for the total amount lost. If you have authorized someone else to use your ATM Check Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time.

Liability for VISA Check Card Transactions

If there is unauthorized use on your consumer VISA Check Card and the transactions take place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card.

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

If you believe your ATM Check Card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (408) 282-0700 or write to us at 1641 N. First Street, San Jose, California 95112.

Business Days

Our business days are Monday through Friday, excluding holidays.

Our Liability for Failure to Make Transfers

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

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

- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

In Case of Errors or Questions About Your Electronic Transfers

Call us at (408) 282-0700 or write to us at 1641 N. First Street, San Jose, California 95112 as soon as you can, if you believe there was an error or incorrect information reflecting on your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

Charges

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

Disclosure of Account Information to Third Parties

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

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

Address Change

Keep the Credit Union informed of your current address to ensure correct mailing of statements.

Amendments

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior

notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, POS Cards or designated accounts.

Termination

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

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

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our right under this agreement.

Additional Benefits/Card Enhancements

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

Waiver of Rights

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

Other Agreements

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

Severability

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

Who is Bound by this Agreement

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

Signatures

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

Rules for Use

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

Fees

Fees may be imposed for initiating electronic fund transfers from an electronic terminal which is not operated by Santa Clara County Federal Credit Union.

Transactions Available

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

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

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

Limitations on Transactions

You may make ATM cash withdrawals or POS transactions (limits are specified in the Relationship Rewards Program) from ATM's each 24-hour period as long as your available balance will cover the transaction. You may make only 20 transactions within a 24-hour period for ATM and POS transactions combined. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

Access Cards

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

ATM Safety

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

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

Issuance of Card

"Card" means the Santa Clara County Federal Credit Union VISA Check Card and any duplicates, renewals or substitutions the Credit Union issue to you; "Account" means the account designated on the application for your Check Card.

Responsibility for Transactions

You are responsible for all transactions you make with the Card or you authorize another person to make with the Card. You understand that if you disclose your Check Card PIN to anyone, they will have access to all accounts identified by your account number. If the

Account is a joint account, all transactions involving the account are binding on all Account holders.

Merchant Disputes

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

Limitations on Dollar Amounts and Frequency of Transactions

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

Use of the Visa Check Card

Personal Identification Number (PIN) based transactions – using your VISA Check Card with your PIN number.

- Withdraw funds from your Account at ATMs with participating networks displayed on the back of your card. Any such withdrawal will count towards your daily ATM limits based on your type of account.
- Transfer funds between your accounts that are linked to your card.
- Make deposits to your account at ATM's at participating network displayed on the back of your card.
- Make purchases using point of sale (POS) transactions at participating merchant terminals. This service may only be used on a card that is linked to a checking account. A POS transaction does not apply to savings or money market accounts.

Transactions conducted using a PIN number reflect an immediate withdrawal from your account.

Signature based transactions – using the CREDIT option and not using your PIN number.

- Purchases at merchants and other locations where the VISA logo is displayed or any participating merchant that honors the VISA Check Card.
- You have requested a person, merchant or organization to authorize a one-time or recurring payment to debit your checking account through the use of telephone, mail or internet access. If you authorize a recurring payment using your VISA Check Card, it will be your responsibility to notify the merchant or organization of any change that may occur relating to the card. (i.e. reissue new card with new expiration date or lost card).
- Withdraw funds at any participating financial institution where the VISA logo is displayed.

Transactions conducted using the credit option of the VISA Check Card functionality does not reflect an immediate posting or withdrawal from your account.

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

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

All Card transactions covered by this Agreement are subject to other terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

Illegal Use of VISA Check Card

You agree that your VISA Check Card Account will not be used to make

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

Overdrafts

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

Refusal to Honor Card

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

Foreign Transactions

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 2 percent.

Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. Dollars. The conversion rate to dollars will be (i) the wholesale market rate, or (ii) the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by two percent (2%).

Additional Disclosures Applicable to ACH Services

Notice of Receipt of ACH Items

"Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, please note the Credit Union is not required to give next day notice to you of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you."

Provisional Payment

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to be fund of the amount credited to you in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

Disclosure of Right to Stop Payment

- a) Right to stop payment and procedure for doing so.
If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
Call us at (408) 282-0700 or write to us at 1641 N. First Street, San Jose, California 95112, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.
- b) Notice of varying amounts.
If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would

fall outside certain limits that you set.

- c) Liability for failure to stop payment of pre-authorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent of fees.

Transactions Available

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

- Make deposits to your share or checking account; and
- Pay bills directly from your share or checking account in the amounts and on the days you request.

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

Additional Disclosure Applicable to Audio Response (Direct Connect 24)

Transactions Available

You may use your Direct Connect 24 service to perform the following transactions:

- Obtain account, and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain account and loan history information;
- Obtain clearance of specific checks;
- Transfer funds between your share and checking accounts;
- Request a withdrawal from your share or checking account; and
- Make loan payments.

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

YOUR ABILITY TO WITHDRAW FUNDS

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

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

Longer Delays May Apply

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

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.

- There is an emergency, such as failure of 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 7th business day after the day of your deposit.

Special Rules for New Accounts

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

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

UNCLAIMED PROPERTY LAW – CALIFORNIA

The holder(s) of this account shall inform the Credit Union of any change in their address(es). The shares and accumulated dividends earned thereon will not escheat to the State Controller if, for a period of three years the member has owned an account with the Credit Union and, the member has:

1. Increased or decreased the amount of the funds or deposit, cashed an interest (dividend) check, or presented appropriate record for the crediting of interest or dividends, or
2. Corresponded electronically or in writing with the Credit Union concerning the funds or deposit, or
3. Otherwise indicated an interest in the funds or deposit as evidence by a memorandum or other record on file with the financial organization.

Share Account Agreement

Transfers to Third Parties

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

Withdrawals, Prior Notice Requirements

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

Checking Account Agreement

Withdrawals, Approved Methods

Only methods approved by the Credit Union may be used to withdraw funds from a checking account.

Demand Checks

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to

such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

Overdrafts

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

Stale-Dated Checks

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

Stop Payments

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

Truncation of Checks

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

Liability of Credit Union

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

Closure of Account

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

For Checking Accounts with Share Overdraft Protection

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

For Checking Accounts with Loan Overdraft Protection

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

Share Certificate Account Agreement

Pledging of Funds

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

ONLINE CONNECTION ELECTRONIC STATEMENT DISCLOSURE

This disclosure contains important information about our Online Connection Electronic Statement product, also referred to as eStatements. You should keep a copy of this disclosure for your records.

If you opt in, we will ask if you agree to accept periodic deposit account statements in an electronic format rather than a paper format. Before providing your consent, please read and consider the following information.

eStatement Delivery

Our Online Connection members already experience the convenience of viewing periodic account statements online. Additional convenience and security can be achieved by enrolling in our eStatement product. When you opt-in for eStatements, you can eliminate the delivery of paper statements.

Our eStatement product is easy to use, simply login and navigate to the "eServices" page within the Online Connection internet banking service.

If you opt-in for eStatements, you will receive your first statement electronically and thereafter, all your periodic account statements will be accessible only through Online Connection.

We may also provide other disclosures in an electronic format. These disclosures may include, but are not limited to, the following:

- Updates or Amendments to Online Connection and Bill Payment Agreement;
- Notice of change in account terms;
- Notice of fee changes;
- Notice of fee accessed;
- Notice of overdraft;
- Year-end tax forms;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices.

There are no fees for this service.

Email Reminders

If you opt-in for eStatements, we will send you an email alert to the email address you provide when your statement becomes available for viewing online. You can change the email address for the statement alert at any time by accessing "User Services" within the Online Connection.

The email alert will include a link that takes you to the Online Connection login screen and after you login, click on the "eServices" page. You can also navigate to the "eServices" page anytime after you login to the Online Connection.

Statement Availability

eStatements are securely available online for 24 months. Check images can also be easily accessed online for 24 months. Both eStatements and check images may be downloaded or printed for permanent retention.

You may download or print eStatements or check copies from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing

and printing at a later time.

If you need help printing or if you need a paper copy, please contact us at 408-282-0700 or 1-800-282-6212 Email: memberservices@sccfcu.org

Opt-in for eStatements

You may opt-in for eStatements as part of the Online Connection enrollment process, or you can opt-in at any time by accessing the “eServices” page within the Online Connection.

Opt-out for eStatements

You may opt-out of eStatements at any time by accessing the “eServices” page within Online Connection and click on “Opt-out – eDocuments”. If you opt-out of eStatements, we will resume delivery of your paper statements by U. S. Mail. There may be a fee associated with the reinstatement of paper statement.

Hardware and Software Requirements

You don’t need any special hardware or software to access eStatements. If you can access Online Connection, you should be able to access your eStatements. However, prior to opt-in for eStatements, you should verify that you have the following required hardware and software:

- Internet Access.
- A computer and Internet browser that can support 128-bit encryption.
- Note: For security purposes, you should use the most current version of either: Microsoft Internet Explorer, Netscape Navigator/Communicator, or AOL’s browser. The most current browser versions are typically more secure and will support 128 bit encryption. Browser upgrades are accessible on the Internet banking login page.
- Adobe Reader is required to view/save your eStatements and is a free download at www.adobe.com.
- Access to a printer or storage medium such as a hard drive so that you can download and/or print disclosures and/or statements for your records.
- An external email address.

We may revise hardware and software requirements. If there is a material chance that the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

Email Address Changes

In order to provide eStatements, we must maintain current email addresses at all times. It is your sole responsibility to provide us with your correct contact information, including your email address. You should notify Santa Clara County Federal Credit Union (“County Federal”) of any changes to your personal contact information by calling us at: 408-282-0700 or 800-282-6212 or you can update your personal information at any of our branch locations. If you wish to notify us electronically, please update your personal information through the User Services menu within Online Connection.

Proceed with Acceptance of eDisclosures

With your acceptance, you agree to accept periodic deposit account statements and disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing eStatements and you agree to notify us if you change your email address or if you no longer want to receive statements electronically.

If you decide not to opt-in for eStatements, you can still opt-in at a later time within Online Connect

Branch & ATM Locations

Almaden Branch*

Almaden Plaza
5353 Almaden Expwy, Suite 65
San Jose, CA 95118

Find a Branch & ATM Location Online:

<https://www.sccfcu.org/branches/>

Campbell Branch*

Kirkwood Plaza
1638 W. Campbell Avenue
Campbell, CA 95008

City Centre Branch

140 E. San Fernando Street
San Jose, CA 95112

East San Jose Branch*

255 N. White Road
San Jose, CA 95127

Gilroy Branch*

6915 Camino Arroyo, Suite 50
Gilroy, CA 95020

West Hedding Branch

70 W. Hedding Street
San Jose, CA 95110

Contact Center Info

Need Assistance? Give us a Call.

Monday-Friday: 8:00am - 6:00pm

Saturday: 9:30am - 2:30pm

Sunday: Closed

(408) 282-0700 or

1 (800) 282-6212

Web Site

www.sccfcu.org

