

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

You may use your Card to perform the following transactions:

ATM Transactions – You may access your account(s) at CCU ATM locations using your Card and PIN to:

- Withdraw cash from your Pay Card account.
- Obtain balance information for your Pay Card account.

Some of these services may not be available at all terminals. All payments and deposits are subject to verification by us.

Using Your Card at Non-CCU ATMs – You may use your Card at specified “share-network” ATMs to withdraw cash. If your Card is a VISA Check Card then you can use non-CCU ATMs that display the PLUS, CO-OP, or VISA logo. The ATM functions available at shared-network ATMs may differ from those provided by the Credit Union’s ATMs. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). These fees may be included in the total transaction amount that is withdrawn from your account and shown on your account statement.

A Fee of \$1.00, for each transaction over 2 in a deposit cycle, may be assessed for using a Non-CCU ATM.

Point-of-Sale (POS) Transactions – You may use your Card to access your checking account to purchase goods, pay for services, and obtain cash (if the participating merchant offers this feature) at retail locations that display the Interlink or VISA logo. Merchants may impose a fee for POS transactions made at their terminals or machines. When you use your Card, you are making withdrawals from your checking account. Your Card is not a credit card. If there is a dispute with a merchant about goods or services you purchase with your Card, you may have to settle the dispute directly with the merchant and we are not responsible for any damages or liability that result from the dispute.

VISA Transactions – You may use your VISA Check Card to purchase and order goods or services from merchants that accept VISA. When you use your VISA Check Card, you are making withdrawals from your checking account. Your VISA Check Card is not a credit card. If there is a dispute with a merchant about goods or services you purchase with your VISA Check Card, you may have to settle the dispute directly with the merchant and we are not responsible for any damages or liability that result from the dispute.

FOREIGN TRANSACTIONS

When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by VISA from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate VISA itself receives.

The Credit Union passes the International Service Assessment (ISA) of 1% for multi-currency or 0.8% for single-currency imposed by VISA onto you at cost.

OWNERSHIP OF CARDS

Any Card or other device, which we supply to you is non-transferable and is the property of the Credit Union. The Credit Union may repossess any and all Cards at any time at our sole discretion without demand or notice. All Cards must be returned to us, or to any person whom we authorize to act as our agent, or any person who is authorized to honor the Cards according to instructions.

ILLEGAL TRANSACTIONS

You must not use your Card for any unlawful purpose. You agree that you will not use your Card or account for any transaction that is illegal under any applicable law.

PERSONAL IDENTIFICATION NUMBER (PIN)

We will issue a PIN for your VISA Check Card. The PIN issued to you is confidential and should not be disclosed to third parties or recorded on or with your VISA Check Card. You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your account. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use the PIN may conduct transactions on any of your accounts. If you fail to maintain the security of your PIN and the Credit Union suffers a loss, we may terminate your VISA Check Card.

CHANGE OF ADDRESS

It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing to the Credit Union.

TERMINATION OF CARD PRIVILEGES

If your card privileges are terminated, you must immediately surrender all of your Cards. Termination of Card privileges does not affect any rights and obligations for transactions made with the Card before the privileges were terminated.

DOLLAR LIMITS WHEN USING YOUR CARD

When you use your Card, we apply limits to the amount you may withdraw from your accounts each day. Transactions after 3:00 pm on a business day will be treated as occurring on the next business day for purposes of these limits. For any transaction, your available balance must be enough to cover the transaction. When you use your Card, and the transaction is authorized, we may place a hold on funds in your account or even debit your account to be sure that the funds are available for settlement of the transaction. This hold may last for some time, if settlement is delayed, and may be in an amount larger than the final bill you pay to your merchant (for example, in hotel or travel and entertainment transactions).

PIN and Signature Based Transaction Limits. When you use your Card with a PIN, there is a limit on daily transfers or withdrawals. This limit is the available balance on your card.

CHARGES & FEES

There are certain fees and charges for VISA Check Card services published in our current Pay Card Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

RIGHT TO DOCUMENTATION

Terminal transactions. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- When it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court order or
- If you give us your written permission.

YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS

Tell us AT ONCE if you believe that your Card and/or Access Code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Card and/or Access Code without your permission.

Also, if your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 10 days after the statement was made available to you, you may not get back any money you lost after the 10 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

Special Rules for VISA Check Cards. For VISA Check Card transactions, special lower liability limits apply for consumer accounts. You will have no liability for unauthorized Check Card transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. These special lower liability limits do not apply to Check Card transactions if we determine that you were grossly negligent or fraudulent in the handling of your account or Card.

We will also require written notification. The above limits on your liability for unauthorized use may not apply if we can prove, based on substantial evidence, that you were grossly negligent in handling of your account or Card. In the case of gross negligence, your liability will be the amount of the transaction(s).

Contact in event of unauthorized transfer. If you believe your Card and/ or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (855) 528-7372 or write us at California Credit Union, Card Services, P.O. Box 29100, Glendale, California 91209-9100.

ERROR RESOLUTION

In case of errors or questions about your electronic transfers, telephone us at (800) 334-8788 or write us at California Credit Union, Card Services P.O. Box 29100, Glendale, CA 91209-9100 as soon as you can if you think your statement or receipt is wrong or if you need more information about transfers listed on your statement or receipt. We must hear from you no later than 10 days after the problem or error first appeared.

- Tell us your name and account number (if any).
- Describe the error or 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.
- Tell us the dollar amount of the suspected error.

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

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

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

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

CALL OR WRITE US AT:

**Lost/Stolen Cards: (855) 528-7372 within the U.S.
1 + (909) 941-1398 outside the U.S.**

CALIFORNIA CREDIT UNION

CARD SERVICES

P.O. BOX 29100

Glendale, CALIFORNIA 91209-9100

SAFETY PRECAUTIONS WHEN USING THE ATM/NIGHT DEPOSITORY

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Be aware of your surroundings, particularly at night.
- Look for well-lighted ATMs (including the parking area and walkways) when conducting transactions at night.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night facility or coming back later. If you are in the middle of a transaction and you notice something suspicious cancel the transaction, take your card or deposit envelope and leave.
- Prepare your transaction at home or before leaving your vehicle to minimize your time at the ATM or night deposit facility.
- Have your card ready to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- Consider having someone accompany you when you use the facility, especially after sunset.
- Do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Do not tell anyone your PIN. Do not write your PIN on your card or anywhere else in your wallet.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Do not lend your card to anyone.
- If you lose your card or if it is stolen, notify us immediately.

CHOICE OF LAW

Except as provided by conflicting federal law or regulation, accounts will be governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of California, and local clearinghouse rules, as amended from time to time.

AMENDMENTS AND TERMINATION

We may change our Bylaws and any terms of this Agreement at any time and from time to time. Rules governing changes in dividend rates have been provided separately. Notice from us to any one of you is notice to all of you. We reserve the right to amend, modify, add to, or delete from the terms or conditions of this Agreement without prior notice, except as required by law, and except as provided in writing at the time an account is opened. A change may include a change to existing account terms, a change that involves new account terms, and a change that involves the addition of new terms or conditions not otherwise contemplated by you or us at the time you received this Agreement. Any change will take effect immediately, unless stated otherwise in any notice we send you.

When applicable law or regulations require the Credit Union to notify you of a change, addition or deletion to this Agreement, the Credit Union may do so by posting the notice on the Credit Union's home page, by including a message with your account statement or by any other means that the Credit Union considers appropriate. Our notice may provide you with the option to reject the change, in which case you will be deemed to have agreed to the change pursuant to the procedures set out in the notice or — if there are none specified — by any failure to terminate the account or affirmatively reject the change within ten (10) days of the effective date of the change. If we give you the option to reject a change, and you choose to do so, we may close your account without liability to you. Our notice may not provide you with the option to reject the change, in which case you will be deemed to have accepted without further action or consent, on your part.

ARBITRATION

This provision contains the terms of how a dispute between you and the Credit Union will be resolved. Please read this provision carefully since it specifically limits your rights in the event of such dispute. By this provision, at the request of you or the Credit Union, disputes must be resolved by arbitration. Arbitration is a means of having an independent third party resolve a dispute without using the court system. With arbitration, there is no right to appeal the decision of the arbitrator as there is normally in the court system. By this Agreement you understand that each of us is waiving the right to a jury trial or a trial before a judge in a public court. Either of us may submit a dispute concerning this Agreement to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If either of us fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses incurred by the other compelling arbitration.

Any controversy or claim arising out of or relating to this Agreement, or the accounts covered by this Agreement, will be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration rules when the amount in controversy exceeds \$5,000. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation and rules of law that would otherwise be applicable to this Agreement, including those provided in the California Commercial Code, shall apply to any arbitration proceeding.

To the extent that there is any variance between the AAA Rules and this Agreement this Agreement shall control. Arbitrators must have expertise in the substantive laws applicable to the subject matter of the dispute.

You agree to take all steps, and execute all documents, necessary for the implementation of arbitration proceedings.

This arbitration provision supersedes all prior arrangements and other communications concerning dispute resolution as to this Agreement. In the event more than one arbitration agreement entered into by us is potentially applicable to a dispute, the one most directly related to the account or transaction that is the subject of the dispute shall control.



Pay Card DISCLOSURE AND AGREEMENT (Consumer Accounts)

YOUR RIGHTS AND RESPONSIBILITIES

Pay Card Disclosure and Agreement ("Agreement") sets forth your rights and obligations governing the use of your VISA check card and/or ATM card. For purposes of this Agreement, the words "we," "our," "us," "Credit Union," "CCU" and other similar terms means the California Credit Union and the words "you," "your" and other similar terms mean each person who applies for VISA Check Card, including any "agent" appointed by or on behalf of person in a representative capacity. "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multi-party account other than as an agent. The word "Card" means the plastic VISA Check Card and any duplicates, renewals, or substitutes we issue you that can be used as one type of access device for electronic funds transfer ("EFT") services. A "VISA Check Card" can be used at used at ATMs showing a PLUS or CO-OP logo, and at merchants displaying the Interlink or VISA logo. In some cases, the rules governing your Card and your Card transactions change, depending on whether it is being used as an ATM Card or as a VISA Check Card. Unless otherwise specified, the term "Card" means both an ATM Card and a VISA Check Card. VISA Check Card and/or ATM transactions are considered EFTs. The word "PIN" is a personal identification number, and is sometimes referred to as a "Code" or "Access Code." The term "electronic funds transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. The term "unauthorized electronic fund transfer" means an electronic fund transfer from a consumer's account initiated by a person other than a consumer without the actual authority to initiate the transfer and from which the consumer receives no benefit. The term does not include an electronic fund transfer initiated (i) by a person to who was furnished the access device to the consumer's account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized; (ii) with fraudulent intent by the consumer or any person acting in concert with the consumer; or (iii) by the financial institution or its employee. You agree to review the terms & conditions of this Agreement prior to using your VISA Check Card. When you use your VISA Check Card, or authorize others to use it, you agree to the terms and conditions of this Agreement, our bylaws and any amendments, as well as to the Account Agreement & Disclosure, and any other agreements you have with us.

SCOPE

This Agreement applies only to EFT services to and from accounts you have established with us that are primarily for personal, family or household purposes ("consumer accounts"). This Agreement does not apply to:

Electronic funds transfers to or from a non-consumer account;

Transfers of funds through FedWire or similar non-retail wire transfer service;

Transfers of funds the primary purpose of which is the purchase or sale of a security or commodity; and

Any other debits or credits to your account or transactions that are not covered under the Electronic Funds Transfer Act or its implementing Regulation E.