



FIRST FINANCIAL

C R E D I T ♦ U N I O N

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Savings Accounts

Checking Accounts

Money Market Accounts

Term Share Certificate Accounts

IRA Accounts

Electronic Fund Transfers

Funds Availability

Unclaimed Property Law

W-9 Instructions

Account Agreements

Check Assure Program

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

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



INFORMATION REGARDING MEMBER IDENTIFICATION

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

What this means for our Members: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

PAR VALUE

The par value of a share in the First Financial Credit Union is \$5.

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. If you close your Savings, Checking or Term Share Certificate account before dividends are credited, you will receive accrued dividends.

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our Savings, Checking or Term Share Certificate accounts are stated on the Investment Rates Sheet, a sample of which accompanies this Disclosure. Dividends are paid from current income and available earnings at the end of a dividend period.

FEES

Your account may be subject to fees as stated on the accompanying Fee Schedule. Fees are automatically withdrawn from your account balance which may reduce accrued dividends.

BYLAW REQUIREMENTS

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

A member who fails to complete payment of one share within 2 years of his/her admission to membership, or within 2 years from the increase in the par value in shares, or a member who reduces his/her 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 2 years of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 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 co-maker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

ABOUT OUR SAVINGS ACCOUNTS

First Financial Credit Union's Savings Accounts let you deposit your money in a share account and withdraw your money generally at any time. Our Savings Accounts are the Member Savings, Student Savings, Savings Transaction Account, Trust Savings, Organization Savings, Super Savers, You-Name-It, Money Market Savings, Educator Money Market Savings, and IRA Savings accounts.

RATE INFORMATION

All Savings Accounts are designated as variable rate accounts with the exception of the Savings Transaction Account which is a non-dividend earning account. The rates and yields on Savings Accounts, except the Money Market Savings Accounts, may change at anytime at the Credit Union's discretion. The rates and yields for the Money Market Savings Accounts can change weekly as determined by our index. The rates and yields on these accounts are stated on the Investment Rates Sheet, a sample of which accompanies this disclosure.

REQUIREMENT TO MAINTAIN A SAVINGS ACCOUNT

If you are a natural person you must open and maintain a Member Savings, Student Savings, or a Trust Account to open any subsequent accounts. You must maintain a Member Savings, Student Savings, or a Trust Account to avoid closure of that account and any subsequent accounts. Organizations must first open an Organization Savings Account before opening any other accounts.

TRANSACTION LIMITATIONS

No more than six preauthorized, automatic, or telephone transfers may be made from your savings account (with the exception of the Savings Transaction 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 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 request, and the Credit Union may reclassify your account to a Savings Transaction Account.

➔ *About Our Member Savings Account*

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Member Savings Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Member Savings Account is \$5. You must maintain a minimum daily balance of \$5 in your Member Savings Account to avoid closure of this account and any subsequent accounts. You must maintain the minimum average daily balance of \$100 to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. You must maintain a minimum daily balance of \$100 or have a minimum of one additional account to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees.

➔ *About Our Student Savings Account*

The Student Savings Account is for members under 18 years of age. This account will be converted to a Member Savings Account on your 18th birthday.

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Student Savings Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Student Savings Account is \$5. You must maintain a minimum daily balance of \$5 in your Student Savings Account to avoid closure of this account and any subsequent accounts. You must maintain the minimum average daily balance of \$1 to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. There are no monthly Minimum Balance Fees for the Student Savings Account.

➔ ***About Our Savings Transaction Account***

The Savings Transaction Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Savings Transaction Account is \$5. There is no minimum daily balance required to maintain this account. If the balance is reduced below \$5 and you have no other savings account, this account may be subject to termination.

➔ ***About Our Trust Savings Account***

A Trust Savings Account may be opened in lieu of a Member Savings Account.

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Trust Savings Accounts the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Trust Savings Account is \$5. You must maintain a minimum daily balance of \$5 in your Trust Savings Account to avoid closure of this account and any subsequent accounts. You must maintain the minimum average daily balance of \$100 to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. You must maintain a minimum daily balance of \$100 or have a minimum of one additional account to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees.

➔ ***About Our Organization Savings Account***

The Organization Savings Account is for Associations, Organizations or Businesses in our field of membership that do not qualify for Member Savings Accounts, Student Savings Accounts or Trust Savings Accounts.

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Organization Savings Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Organization Savings Account is \$100. You must maintain a minimum daily balance of \$5 in your Organization Savings Account to avoid closure of this account and any subsequent accounts. You must maintain the minimum average daily balance of \$100 to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. You must maintain a minimum daily balance of \$100 or have a minimum of one additional account to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees.

➔ ***About Our Super Savers Account***

Our Super Savers Account is a tiered variable rate account. The dividend rate is determined by the number of qualifying FFCU services you have under the same Membership Account as the Super Savers Account at the opening of the last business weekday of each calendar quarter. The tiers and applicable dividend rates for the Super Savers Account are provided on the accompanying Investment Rates Sheet.

ACCOUNT ELIGIBILITY

You must maintain a FFCU Checking Account and have a recurring monthly direct deposit or payroll deduction to receive the additional dividend rates as stated on the Investment Rates Sheet.

The following list of loan products and deposit accounts services are eligible for an increased dividend rate as stated on the Investment Rates Sheet:

- mortgage;
- home equity loan;
- auto loan;
- home equity line of credit;
- election to receive statements electronically (eStatements);
- unsecured personal loan (including unsecured line of credit)*;
- credit card account*;
- share certificate accounts*;
- Money Market Savings Account*;
- IRA Saving Account*.

* These loan products and deposit account services count as one additional qualifying service, regardless of the number of accounts you have in these categories (i.e., two certificate accounts are counted toward one additional qualifying product).

ACCOUNT LIMITATIONS

IRA Certificate Accounts are not available to receive the qualifying dividend rate increase.

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Super Savers Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Super Savers Account is \$500. You must maintain a minimum average daily balance of \$500 in your Super Savers Account to avoid closure of this account. You must maintain the minimum average daily balance of \$500 in your Super Savers Account to obtain the Annual Percentage Yield stated on the accompanying Investment Rates Sheet. You must maintain a minimum daily balance of \$500 to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees.

➔ *About Our You-Name-It Account*

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the You-Name-It Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your You-Name-It Account is \$5. You must maintain the minimum average daily balance of \$100 in your You-Name-It Account to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. There are no monthly Minimum Balance Fees for the You-Name-It Account.

➔ ***About Our Money Market Savings Account***

BALANCE INFORMATION

We compute the balance in our Money Market Savings 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 the account each day.

DIVIDEND COMPOUNDING AND CREDITING

For the Money Market Savings Account the dividends will be compounded monthly and will be credited monthly. For this 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 January 31. Dividends are posted to your account on the first day of the next month and for this example the date is February 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Money Market Savings Account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your Money Market Savings Account to avoid closure of this account, to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure and to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees accompanying this disclosure.

➔ ***About Our Educator Money Market Savings Account***

This account may only be opened by an educator and must have established membership eligibility as CTA, CRTA, ASCA, CSEA or UTLA member. Family members, organizations, and businesses are not eligible for this account.

BALANCE INFORMATION

We compute the balance in our Educator Money Market Savings 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 the account each day.

DIVIDEND COMPOUNDING AND CREDITING

For the Educator Money Market Savings Account the dividends will be compounded monthly and will be credited monthly. For this 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 January 31. The dividend declaration date follows the ending date of a dividend period. Dividends are posted to your account on the first day of the next month and for this example the date is February 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Educator Money Market Savings Account is \$500. You must maintain a minimum daily balance of \$500 in your Educator Money Market Savings Account to avoid closure of this account, to obtain the applicable Annual Percentage Yield, and to avoid the monthly Minimum Balance Fee stated on the Schedule of Fees addendum.

➔ ***About Our IRA Savings Account***

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the IRA Savings Account the dividends will be compounded quarterly and will be credited quarterly. For this 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. Dividends are posted to your account on the first day of the next quarter and for this example the date is April 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your IRA Savings Account is \$5. You must maintain a minimum average daily balance of \$5 in your IRA Savings Account to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure. There are no monthly Minimum Balance Fees for the IRA Savings Account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

FFCU reserves the right to use a third party administrator to process all IRA transactions. All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

ABOUT OUR CHECKING ACCOUNTS

First Financial Credit Union offers the following Checking Accounts, which let you deposit and withdraw your money, and write checks against your account at any time. Our checking accounts are the Budget Checking, Value Checking, Benefits Checking and Money Market Check Option accounts.

➔ *About Our Budget Checking Account*

The Budget Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Budget Checking Account is \$5. There is no minimum daily balance required to maintain this account. However, should the balance remain at or below a zero balance or there has been no activity for three consecutive months, the account may be closed.

➔ *About Our Value Checking Account*

RATE INFORMATION

Our Value Checking Account is designated a variable rate account on the Investment Rate Sheet, a sample of which accompanies this disclosure. This rate and yield may change at anytime at the Credit Union's discretion.

BALANCE INFORMATION

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

DIVIDEND COMPOUNDING AND CREDITING

For the Value Checking Account, dividends will be compounded monthly and will be credited monthly. 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. Dividends are posted on the first day of the following month, and for this example the date is February 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Value Checking Account is \$100. You must maintain a minimum average daily balance of \$500 in your Value Checking Account to obtain the Annual Percentage Yield as stated on the Investment Rates sheet, a sample of which accompanies this disclosure, and to avoid the Monthly Minimum Balance Fee stated on the Schedule of Fees. However, should the balance remain at or below a zero balance or there has been no activity for three consecutive months, the account may be closed.

➔ *About Our Benefits Checking Account*

The Benefits Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Benefits Checking Account is \$50. There is no minimum balance required to maintain this account. However, should the balance remain at or below a zero balance or there has been no activity for three consecutive months, the account may be closed.

MONTHLY FEE

There is a monthly service fee for this account, as stated on the Schedule of Fees. This fee will be automatically withdrawn from your account each month. If the amount withdrawn reduces the balance below a zero balance, your account may be subject to additional fees. If the monthly service fee cannot be withdrawn because of insufficient funds, the account will be closed.

➔ *About Our Money Market Checking Account*

RATE INFORMATION

Our Money Market Checking Account is designated a variable rate account. The rate and yield may change weekly as determined by our index. The index, rate and yield are stated on the on the Investment Rate Sheet, a sample of which accompanies this disclosure.

BALANCE INFORMATION

We compute the balance in our Money Market Checking 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 the account each day.

DIVIDEND COMPOUNDING AND CREDITING

For the Money Market Checking Account the dividends will be compounded monthly and will be credited monthly. 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. Dividends are posted on the first day of the following month, and for this example the date is February 1. All other dividend periods follow this same pattern of dates.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Money Market Checking Account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your Money Market Checking Account to obtain the Annual Percentage Yield stated on the Investment Rates Sheet, a sample of which accompanies this disclosure, to avoid the Monthly Minimum Balance Fee stated on the Schedule of Fees and to avoid closure of this account.

ABOUT OUR TERM SHARE CERTIFICATE ACCOUNTS

First Financial Credit Union's term share certificate accounts let you deposit your money for a specified period of time. Our term share certificate accounts are the Standard Term Share Certificate, Standard Flexible Savers Certificate, Summer Savers Flexible Savers Certificate, and Standard IRA Certificate.

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

The maturity date will be stated on the Certificate Confirmation.

RENEWAL OF ACCOUNT/GRACE PERIOD

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

EARLY WITHDRAWAL PENALTIES

If the qualifying period is one year or less, the member shall forfeit an amount equal to

- a) All dividends that would have been earned during the entire certificate period, if all of the funds would remain on deposit for the entire certificate period, or
- b) If a withdrawal reduces the balance below the required minimum, the account shall be closed and (a) will apply, and
- c) In addition, an Early Withdrawal Fee will be imposed as stated on the Schedule of Fees. The early withdrawal penalty may result in a reduction of the principal amount.

If the qualifying period is greater than one year, the member shall forfeit an amount equal to

- a) All dividends that would have been earned during the remainder of the certificate period, if all of the funds would remain on deposit for the remainder of the certificate period, or
- b) If a withdrawal reduces the balance below the required minimum, the account shall be closed and (a) will apply, and
- c) In addition, an Early Withdrawal Fee will be imposed as stated on the Schedule of Fees. The early withdrawal penalty may result in a reduction of the principal amount.

The Credit Union may impose an early withdrawal penalty equal to seven day's dividends on any amounts withdrawn within the first six days after a new certificate is opened.

EXCEPTIONS TO PENALTIES

The penalties stated above will not apply if:

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

BALANCE INFORMATION

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

➤ ***About Our Standard Term Share Certificate***

The Standard Term Share Certificate has the option of either having the dividends credited annually and at maturity, or monthly and at maturity.

RATE INFORMATION

Our Standard Term Share Certificate is designated a fixed rate certificate on the Investment Rates Sheet. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

For the Standard Term Share Certificate the dividends will not be compounded. Dividends will be credited annually and at maturity. However, you may choose to have the dividends credited monthly and at maturity and to another account. Election of monthly dividends will reduce the stated yield in the Investment Rates Sheet, a copy of which accompanies this disclosure.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Standard Term Share Certificate is indicated on the Investment Rates Sheet. You must maintain the minimum balance stated on the Investment Rates Sheet to obtain the Annual Percentage Yield and avoid closure of this account and the Early Withdrawal Fee stated on the Fee Schedule.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals of principal from this certificate until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends posted to your certificate at any time.

➤ ***About Our Standard Flexible Savers Certificate***

Our Standard Flexible Savers Certificate may have a term of not less than six months but not more than twelve months.

RATE INFORMATION

Our Standard Flexible Savers Certificate is designated a fixed rate certificate on the Investment Rates Sheet. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends on the Standard Flexible Savers Certificate will not be compounded. Dividends will be credited at maturity. You may choose to have the dividends credited to another account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Standard Flexible Savers Certificate is \$50. You must make monthly deposits of no less than \$50 to the Standard Flexible Savers Certificate each month. If at any time during the term of this certificate, you fail to make three (3) consecutive monthly deposits of \$50, your account will be closed, dividends will not be credited and the funds will be transferred to your Member Savings Account.

ACCOUNT LIMITATIONS

You may not make withdrawals from this certificate until the maturity date. See Early Withdrawal Penalties.

TRANSACTION LIMITATIONS

The maximum amount you may deposit at account opening is \$2,000. The maximum amount you may deposit within a calendar month is \$2,000.

➤ ***About Our Summer Savers Flexible Savers Certificate***

Our Summer Savers Flexible Savers Certificate may have a term of not less than six months but not more than eighteen months.

RATE INFORMATION

Our Summer Savers Flexible Savers Certificate is designated a fixed rate certificate on the Investment Rates Sheet. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends on the Summer Savers Flexible Savers Certificate will not be compounded. Dividends will be credited at maturity. You may choose to have the dividends credited to another account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Summer Savers Flexible Savers Certificate is \$50. You must make monthly deposits of no less than \$50 to the Summer Savers Flexible Savers Certificate each month. If at any time during the term of this certificate, you fail to make three (3) consecutive monthly deposits of \$50, your account will be closed, dividends will not be credited and the funds will be transferred to your Member Savings Account.

ACCOUNT LIMITATIONS

- You may not make withdrawals from this certificate until the maturity date. See Early Withdrawal Penalties.
- The Summer Savers Flexible Savers Certificate will mature either in the month of July or August.

TRANSACTION LIMITATIONS

The maximum amount you may deposit at account opening is \$2,000. The maximum amount you may deposit within a calendar month is \$2,000.

➔ *About Our Standard IRA Certificate*

The Standard IRA Certificate has the option of either having the dividends credited annually and at maturity, or monthly and at maturity.

RATE INFORMATION

Our IRA Certificate is designated a fixed rate certificate on the Investment Rates Sheet. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

For the IRA Certificate the dividends will not be compounded. Dividends will be credited annually and at maturity. You may choose to have the dividends credited monthly and at maturity. If you close your account before dividends are credited you will not receive accrued dividends.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your IRA Certificate is \$500. You must maintain a minimum average daily balance of \$500 to obtain the Annual Percentage Yield.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals of principal from this certificate until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends posted to your certificate at any time.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

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

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the First Financial Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by First Financial 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 First Financial 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 First Financial Credit Union.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/VISA Check/Debit Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/VISA Check/Debit Card. After memorizing your PIN, you should destroy the notice disclosing your 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, or in the case of e-statements you will receive an e-mail notification that your statement is available online, reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

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

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

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING VISA CHECK/DEBIT CARD

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

SPECIAL NOTICE TO VISA CHECK/DEBIT CARDHOLDERS

If there is an unauthorized use of your VISA Check/Debit Card or an Interlink transaction, and the transaction takes 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 zero (\$0.00) liability 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. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed or provided to you electronically.

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

If you believe your ATM/POS Card, VISA Check/Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (800) 537-8491, or write to us at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

BUSINESS DAYS

Our business days are Monday through Friday 9:00 a.m. to 5:00 p.m., excluding holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) Through no fault of ours, you do not have enough money in your account 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/VISA Check/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) Your ATM/VISA Check/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (800) 537-8491, or write to us at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent (or provided electronically) 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 tell you the results of our investigation 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 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 Savings and Checking account. All charges associated with our electronic fund transactions are disclosed in our Schedule of Fees, which accompanies this Disclosure and Agreement. Transactions at ATMs that we do not own or operate may be subject to a service fee charged by the owner of the terminal.

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 mailing address and e-mail address, as applicable, to ensure correct mailing and/or electronic notification of monthly 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, VISA Check/Debit Cards or designated accounts.

TERMINATION

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

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

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

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

WAIVER OF RIGHTS

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

OTHER AGREEMENTS

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

SEVERABILITY

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

WHO IS BOUND BY THIS AGREEMENT

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

SIGNATURES

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

CONSUMER REPORTS

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

➔ *Additional Disclosures Applicable to ACH Services*

DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 537-8491, or use our Call 24 Audio Response System or use Free Online Home Banking to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

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 may stop any of these payments subject to the fees as stated on the Schedule of Fees. Here's how:

Call us at (800) 537-8491, or write to us at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793, 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) When disputing an ACH transaction:

If the error you assert is an unauthorized ACH transaction, 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.

TRANSACTIONS AVAILABLE

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

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

➔ *Additional Disclosures Applicable to Audio Response (“Call 24”)*

AUDIO RESPONSE PERSONAL IDENTIFICATION NUMBER (PIN)

We will issue you an Audio Response PIN for the Call 24 Services. You may change your PIN the first time you use it or anytime thereafter. This number should be memorized. Your accounts can only be accessed by the use of an access device with the PIN. If you forget your PIN, or the security of your PIN is compromised, contact the Credit Union and we will issue you a new one.

TRANSACTIONS AVAILABLE

You may use your Call 24 Service to perform the following transactions:

- Make transfers between your accounts;
- Make inquiries regarding payroll deposits or other pre-authorized deposits, account balances and loan payment data;
- Make transfers to make loan payments;
- Make loan advances from your Line of Credit;
- Withdraw funds from savings/checking by check to be sent to you; and
- Place stop payments on checks you have written from your First Financial Credit Union Checking Account that have not cleared. You may stop payments of a check, subject to the fees as stated on the Schedule of Fees. The Credit Union must be given adequate time to effect stop payments. Under normal conditions, stop payments placed before 3:00 p.m. Pacific Time on any business day, will be effective that day. Stop payments placed after 3:00 p.m. will become effective the next business day.

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

LIMITATIONS ON TRANSACTIONS

The maximum amount you may withdraw by check is \$5,000 during any 24-hour period provided you have funds available in your Account or from your Line-of-Credit or VISA Account. The maximum amount you can transfer between your accounts is \$9,999.99. Transfers and loan payments performed before 3:00 p.m. will be posted the same business day. Transfers and loan payments performed after 3:00 p.m. will be posted the next business day.

➔ *Additional Disclosures Applicable to Online Banking*

SYSTEM REQUIREMENTS

Online Banking allows convenient access to your account information 24 hours a day. To use Online Banking you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

TRANSACTIONS AVAILABLE

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

- Make transfers between your accounts;
- Make inquiries regarding payroll deposits or other pre-authorized deposits, account balances and loan payment data;
- Make transfers to make loan payments;
- Make loan advances from your Line of Credit; and
- Pay bills using our Online Bill Payment feature.

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

LIMITATIONS ON TRANSACTIONS

The maximum amount you may transfer between your accounts or other related accounts is \$9,999.99 provided you have funds available in your Account or from your Line-of-Credit Account. Transfers and loan payments performed before 3:00 p.m. will be posted the same business day. Transfers and loan payments performed after 3:00 p.m. will be posted the next business day.

➔ *Additional Disclosures Applicable to Online Bill Payment*

SYSTEM REQUIREMENTS

To use Online Bill Payment you must have access to a computer, modem, Internet Service, compatible Internet browser, your account number and a PIN Code.

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

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

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: To stop/cancel any scheduled payment, log on to Online Bill Payment before 5:00 P.M. Pacific Standard Time the day the bill is scheduled for payment. Once logged on, access the Payments page, then Overview section, then Pending Payments area on the Online Bill Payment and select delete for the payment you wish to cancel. If a bill has already been processed by our provider, it can still be stopped if it has not yet been presented for payment and if it is not an electronic payment type. To do this, notify First Financial CU no later than one (1) day after the bill payment has been processed by calling (800) 537-8491. Refer to the fee schedule for fees related to stop payment services.

b) Notice of varying amounts.

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

TRANSACTIONS AVAILABLE FOR ONLINE BILL PAYMENT

You may use your Online Bill Payment service to perform the following transactions:

- Add/Edit Payees: Payee refers to the entity to which you pay bills. The payee can be a company, organization, or individual. The Add/Edit Payee feature allows you to add payees to, delete payees from or edit payee information on your personal list of payees.
- Make nonrecurring payments from your FFCU checking account, Money Market Checking, or Savings Transaction Account: This feature allows you to schedule one-time payments to payees. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from your FFCU checking, Money Market Checking, or Savings Transaction Accounts: This feature allows you to schedule recurring payments to payees.
- View History: View History permits you to see payments made over a specified time period.
- Use Bill Presentment or eBill.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Credit Union's Online Bill Payment service:

- The maximum transaction amount per check is \$9,999;
- Bill payments can only be made from your FFCU checking account, Money Market Checking Account, or Savings Transaction Account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- You cannot stop a payment if the payment has already been processed; and
- You cannot schedule payments for payment on a non business day; and
- The minimum transaction amount per check/electronic payment is \$1.00.

METHODS AND RESTRICTIONS

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

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

➔ ***Additional Disclosures Applicable to ATM and POS Services***

RULES FOR USE

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines (“ATMs”) 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 Savings or Checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

ATM FEES

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

TRANSACTIONS AVAILABLE

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

- Deposits to your Savings Account and Checking Account at proprietary and select CO-OP ATM(s) only;
- Withdrawals from your Savings Account and Checking Account at proprietary ATM(s) or STAR®, PLUS® or CO-OP® network ATMs;
- Transfers from your Savings Account to your Checking Account within the same account number at proprietary ATM(s) (and some shared network ATMs);
- Loan payments made by cash, check or by transfer of funds from your Savings Account or Checking Account at proprietary ATM(s) (and some shared network ATMs);
- Advances on your Line of Credit Account at proprietary ATM(s) only; and
- Balance inquiries at proprietary ATM(s) and at shared network ATM(s).

Unless otherwise noted, the above services are generally available at ATMs on the STAR®, PLUS® and CO-OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems that are not owned by the Credit Union. In such case, an attempted transaction may be refused by the Shared Network ATM. Also, transactions at a Shared Network System terminal may be subject to a service charge for use of the Shared Network. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS

You may make ATM cash withdrawals up to \$300 from ATMs each 24-hour period as long as your available balance will cover the transaction. 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. There are no limits on the number of daily POS transactions you may make. Transfers and loan payments performed before 3:00 p.m. will be posted the same business day. Transfers and loan payments performed after 3:00 p.m. will be posted the next business day.

ACCESS CARDS

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

ATM SAFETY

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

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.

- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

➔ ***Additional Disclosures Applicable to Credit Union Service Centers***

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

TRANSACTIONS AVAILABLE

- Make deposits and withdrawals from your account;
- Make loan payments or obtain advances on your line of credit;
- Obtain balance inquiries;
- Obtain statement printouts;
- Purchase traveler's checks;
- Purchase money orders;
- Submit a request for an ATM card;
- Provide a change of address;
- Obtain VISA® and MasterCard® cash advances;
- Wire funds;
- Transfer funds within our accounts; and
- Order checks.

LIMITATIONS ON TRANSACTIONS

You must have your account number and a proper identification. The maximum cash withdrawal is \$500 per day. Funds deposited at Credit Union Service Centers may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a First Financial proprietary branch. Check holds cannot be removed by a Credit Union Service Center.

➔ ***Additional Disclosures Applicable to VISA Check/Debit Card Services***

ISSUANCE OF CARD

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

RESPONSIBILITY FOR TRANSACTIONS

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

LIABILITY FOR UNAUTHORIZED VISA TRANSACTIONS

Your liability for the unauthorized use of your VISA Check/Debit Card with the VISA logo (when it is used as a VISA card) will be zero (\$0.00) when you report the loss or theft of the Card within two (2) business days of discovery of the loss or theft. Your liability for the unauthorized use of your Card with the VISA logo (when it is used as a VISA card) will not exceed Fifty dollars (\$50.00) when you report the loss or theft after the two (2) business day period. Your liability for losses, which occur from unauthorized activity by means other than a loss or theft of the Card, will not exceed Fifty dollars (\$50.00) if you provide proper notification of the unauthorized VISA transactions.

Your liability with respect to unauthorized transactions may be greater than the above limits to the extent allowed under applicable law only if the Credit Union has determined that you were grossly negligent or fraudulent in the handling of your account or card. These provisions limiting your liability do not apply to VISA transactions on VISA Commercial or VISA or PLUS ATM transactions, and only apply to cards issued in the United States of America.

EFFECT OF AGREEMENT

Even though the sales, cash advance, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the Agreement that applies to all transactions involving the Card.

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 CARD

You may use the Card and PIN to:

- Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA Check/Debit Cards;
- Transfer funds between your Account and another account you have with the Credit Union; and
- Make deposits to one of your accounts at the Credit Union.

You may use the Card without the PIN to:

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

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

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

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

ILLEGAL USE OF VISA CHECK/DEBIT CARD

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

OVERDRAFTS

If you overdraw your account, you will be charged a fee, as shown on the Schedule of Fees, for each such overdraft. 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

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a 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 in each instance, plus a one percentage point (1%) fee charged by the Issuer.

➔ ***Additional Regulations Relating to Funds Transfers***

1. This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be 11:00 AM on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.
3. The Credit Union may charge your account for the amount of any funds transfer initiated by the member or any person authorized by the account owner as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. The account owner will be notified of the security procedure, if any, to be used to verify payment orders issued by the account owner or for which the account owner's account will be liable. The account owner agrees that the authenticity of payment orders may be verified using that security procedure unless the account owner notifies the Credit Union in writing that he/she does not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from the account owner or other authorized parties on the account until the account owner and the Credit Union agree, in writing, on an alternate security procedure.
5. If the account owner sends or receives a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that the account owner's rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If the account owner gives the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that the account owner will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number provided to the Credit Union by the account owner.
7. If the account owner gives the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that the account owner will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number provided by the account owner.
8. The Credit Union may at its discretion give the account owner credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. The account owner is hereby notified and agrees, if the Credit Union does not receive such final settlement, that it is entitled to a refund from the account owner of the amount credited to the account owner in connection with that ACH entry. This means that the Credit Union may provide the account owner with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on the account owner's account and the account owner would be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide the account owner with next day notice of receipt of ACH credit transfers to the account owner's account. The account owner will continue to receive notices of receipt of ACH items in the periodic account statements, which we provide.
10. If the Credit Union received a funds transfer for an account owner or for other persons authorized to have access to the account owner's account, the account owner agrees that the Credit Union is not obligated to provide the account owner with next day notice of the receipt of the funds transfer. The Credit Union will provide the account owner with notification of the receipt of all funds transfers by including such items in the periodic account statements, which we provide. The account owner may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
11. If the Credit Union becomes obligated under Article 4A to pay interest to the account owner, the account owner agrees that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

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 another account with your 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 evidenced by a memorandum or other record on file with the financial organization.

YOUR ABILITY TO WITHDRAW FUNDS

You may place a hold for uncollected funds on any check or draft deposited to my account. This Disclosure does not apply to Checking Accounts or Term Share (Certificate) Accounts. I must refer to your "Disclosure of Delayed Funds Availability Policy for Checking Accounts" (see Section B below) for Checking Account hold policies. The hold periods described below are designed to protect against the possibility of an item being dishonored. If a hold is placed on any item, you will send me a notice of when I may draw against the funds.

California law generally requires that you must permit me the right to draw on an item deposited to my account not later than the opening of business on the next business day after the time periods as described below.

1. For purposes of this disclosure, the following definitions apply:
 - a) "Account" means accounts at the Credit Union (other than checking and term share (certificate) accounts);
 - b) "Business day" means a period of twenty-four (24) hours following your close of business, and does not include Saturdays, Sundays or legal holidays;
 - c) "Cashier's check" means any check that is subject to the following:
 - i. The check is drawn on a depository institution.
 - ii. The check is signed by an officer or employee of the depository institution.
 - iii. The check is a direct obligation of the depository institution.
 - d) "Certified check" means any check with respect to which a depository institution certifies the following:
 - i. That the signature on the check is genuine.
 - ii. The depository institution has set aside funds that are equal to the amount of the check and will be used only to pay that check.
 - e) "Day of deposit" means the day that I transfer possession of an item to you for deposit into my account. After your close of business, the "day of deposit" shall mean your next business day. Automatic Teller Machine (ATM) deposits are subject to an earlier cutoff time of 3:00 p.m. that is deemed the close of business for the ATM and therefore the day of deposit for deposits at ATMs after 3:00 p.m. is the next business day.
 - f) "Depository check" means any cashier's check, certified check, teller's check, and any other functionally equivalent instrument, as determined by the Board of Governors of the Federal Reserve System or the Superintendent of Banks.
 - g) "Item" means a check, negotiable order of withdrawal, share draft, warrant or money order.
 - h) "Teller's check" means any check issued by a depository institution and drawn on another depository institution.
2. Notwithstanding the periods described in Section 4 of this disclosure, I am generally entitled to draw on any of the following items deposited to my account not later than the opening of business on the next business day following the day of deposit:
 - a) An item drawn in an amount of \$100 or less;
 - b) A first-endorsed item drawn on the U.S. Treasury;
 - c) A first-endorsed item drawn by (on) the State of California or any political subdivision thereof;
 - d) A first-endorsed item issued by a depository institution whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF).
3. Notwithstanding the periods described in Section 4 of this disclosure, I am generally entitled to draw on any of the following items deposited to my account not later than the opening of business on the second business day following the date of deposit:
 - a) A first endorsed cashier's check;
 - b) A first endorsed certified check;
 - c) A first endorsed teller's check;
 - d) A first endorsed depository check.Availability of funds on these depository checks are subject to the following:

The depository check must be deposited in a credit union account that has been in existence for a period of thirty (30) days or more; and only the first \$5,000 of such checks deposited on any one business day are subject to the special availability rules of this subsection.
4. Except as provided in Sections 2, 3 and 5 of this Disclosure, my right to draw on an item deposited to my account shall be not later than the opening of business on the next business day after the period stated below:
 - a) Five (5) business days following the day of deposit for an item drawn on any depository institution in California;
 - b) Nine (9) business days following the day of deposit for an item drawn on any depository institution outside of California;
 - c) One (1) business day following the day of deposit of any item drawn on this Credit Union.
5. The following items are not subject to the above policies and the availability of funds will be determined by you on a "case-by-case" basis:
 - a) If you receive notice that the item(s) has/have been or will be dishonored by an intermediary bank or depository institution on which it is drawn as defined by the California Uniform Commercial Code;

- b) If the item is deposited within thirty (30) calendar days of the opening of the account;
- c) Items that you reasonably believe to be uncollectible including but not limited to those cases where the drawer or drawee has become or is reasonably believed will become, subject to bankruptcy, receivership or similar proceedings, or when you believe that a fraud or kiting situation exists;
- d) Items drawn on an office located outside of the United States;
- e) If the item is subject to processing delay, that is, presentment delay, a mutilated item, a counter check, or an improperly encoded item;
- f) Items of \$2,500 or more, other than an item drawn on the Credit Union;
- g) Items deposited to an account that, within a six (6) month period, have been overdrawn or subject to be overdrawn on three separate occasions excluding accounts with overdraft privileges unless the credit line has been exceeded.

If an item, such as an insurance draft, a dealer draft or a check drawn on a foreign bank is presented to you, it will be handled as a collection item. When an item submitted for collection is finally and irrevocably paid, you will credit my account.

Any delay by you beyond the time limits prescribed above shall be excused if caused by interruption of communication facilities, suspension of payments by a bank or savings institution, emergency conditions or other circumstances beyond your control provided that you exercise such diligence as the circumstances require.

In no event does the above policy affect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

DISCLOSURE OF FUNDS AVAILABILITY FOR CREDIT UNION CHECKING ACCOUNTS

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

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 5:00 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 5:00 p.m., or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

LONGER DELAYS MAY APPLY

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth business day after the day of my deposit. However, the first \$100 of my deposits will be available on the first business day after the day of deposit.

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

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

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

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

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the eleventh (11th) business day after the day of my deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If I am a new member, the following special rules will apply during the first thirty days (30) my account is open.

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000.00 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits will be available on the eleventh (11th) business day after the day of my deposit.

SPECIAL ENDORSEMENT STANDARDS

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

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

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

DEPOSITS AT AUTOMATED TELLER

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

TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING

SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9

NAME

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, and "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

EXEMPT PAYEE

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete form W-9 to avoid possible erroneous backup withholding.*

PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)**), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

Note: Writing “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

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

PART II. CERTIFICATION

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee section*.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

PRIVACY ACT NOTICE

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECURE YOUR TAX RECORDS FROM IDENTITY THEFT

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

Visit the IRS website at **www.irs.gov** to learn more about identify theft and how to reduce your risk.

PENALTIES

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (#1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (#2)
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee (#1)
b. So-called trust account that is not a legal or valid trust under state law	The actual owner (#1)
5. Sole proprietorship or single-owner LLC	The owner (#3)
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner (#3)
7. A valid trust, estate, or pension trust	Legal entity (#4)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

(#2) Circle the minor's name and furnish the minor's SSN.

(#3) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

INFORMATION ABOUT YOUR INSURED FUNDS

The following illustrates how typical families may use multiple ownership of accounts to increase the insurance coverage for family funds. In all cases, the accounts illustrated must meet the share insurance coverage requirements as published in the code of federal regulations (12 C.F.R. 745).

Family of Two			
Individual Accounts	Husband	Individual	\$100,000
	Wife	Individual	\$100,000
Joint Tenancy Accounts	Husband & Wife	Joint	\$200,000
Testamentary Revocable	Husband as		\$100,000
	Trustee for Wife		
	Wife as Trustee for Husband		\$100,000
TOTAL			\$600,000

Family of Three			
Individual Accounts	Husband	Individual	\$100,000
	Wife	Individual	\$100,000
	Child	Individual	\$100,000
Joint Tenancy Accounts	Husband & Wife	Joint	\$100,000
	Husband & Child	Joint	\$100,000
	Wife & Child	Joint	\$100,000
Testamentary Revocable	Husband as	Trustee	\$100,000
Trust Accounts (for Spouse-Child-Grandchild)	Trustee for Wife		
	Husband as	Trustee	\$100,000
	Trustee for Child		
	Wife as Trustee for Husband	Trustee	\$100,000
	Wife as Trustee for Child	Trustee	\$100,000
TOTAL			\$1,000,000

Family of Four				
Individual Accounts	Husband	Individual	\$100,000	
	Wife	Individual	\$100,000	
	Child #1	Individual	\$100,000	
	Child #2	Individual	\$100,000	
Joint Tenancy Accounts	Husband & Wife	Joint	\$100,000	
	Husband & Child #1	Joint	\$100,000	
	Wife & Child #2	Joint	\$100,000	
	Child #1 & Child #2	Joint	\$100,000	
Testamentary Revocable	Husband as	Trustee	\$100,000	
Trust Accounts (for Spouse Child-Grandchild)	Trustee for Wife			
	Wife as Trustee for Husband	Trustee	\$100,000	
	Husband as Trustee for Child #1	Trustee	\$100,000	
	Wife as Trustee for Child #1	Trustee	\$100,000	
	Husband as Trustee for Child #2	Trustee	\$100,000	
	Wife as Trustee for Child #2	Trustee	\$100,000	
	TOTAL			\$1,400,000

Additional information is available to you on request in the “Your Insured Funds” booklet or at the NCUA website, <http://www.ncua.gov>.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share/savings, share draft/checking, share certificate, trust, or Uniform Transfers to Minors Act (UTMA) account.

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

MEMBERSHIP & ACCOUNT APPLICATION

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

ACCOUNT OWNERSHIP

The ownership of trust, corporate, unincorporated, organizational and UTMA 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 Accounts: The account or certificate is owned by the party named on the Account Agreement (“Account Holder”). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- Joint Accounts: The account or certificate is owned by the parties named on the Account Agreement (“Account Holders”). 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.

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

Custodial Account: This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Account Signature Card. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference. Custodial accounts are not subject to the Multiple Party Accounts Law

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

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

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

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

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

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

CORPORATE, LLC AND LLP ACCOUNTS

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

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 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 endorsed by any other signer.

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

NOTICE

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

ABILITY TO PLEDGE FUNDS

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

ENFORCEMENT OF LIENS

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

FINANCIAL ABUSE REPORTING

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

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

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

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, 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).

WAIVER OF CERTAIN RIGHTS

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

CONSUMER REPORTS

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

NEGATIVE CREDIT REPORTING

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

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793, so we can investigate.

POST-DATED SHARE DRAFTS AND CHECKS

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

EXAMINATION OF STATEMENTS

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness (not more than 60 days) 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 fee schedules adopted by the Credit Union as amended from time to time.

ATTORNEYS' FEES AND OTHER FEES

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

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

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.

GOVERNING LAW

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

➔ *Share (Savings) 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 savings 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 REQUIREMENT

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

➔ *Share Draft (Checking) Account Agreement*

WITHDRAWALS, APPROVED METHODS

Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds from a Checking account.

ELECTRONIC CHECK CONVERSION

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

SUBSTITUTE CHECKS AND YOUR RIGHTS

WHAT IS A SUBSTITUTE CHECK?

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

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

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

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

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

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

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

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (800) 537-8491. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

DEMAND DRAFTS

The Credit Union may pay and charge to the applicable Checking account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of

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

OVERDRAFTS

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

STALE-DATED SHARE DRAFTS

The Credit Union is under no obligation but may pay a share draft 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 DRAFTS

The Account Holder(s) acknowledges that share drafts 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 share draft, 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 SAVINGS OVERDRAFT PROTECTION

If any Account Holder(s) writes a share draft that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated Savings Account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and any associated fees and to credit such charge to this Checking Account. No share draft overdraft may be paid by charging a Savings Account if, as a result of such charge, that Savings Account would be subject in 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 share draft which 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 share draft and any associated fees.

➔ *Term Share Certificate Account Agreement*

PLEDGING OF FUNDS

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

CHECK ASSURE PROGRAM

CHECK ASSURE PROGRAM

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor drafts for which there are insufficient funds. This is the Credit Union's Check Assure Program service. The Credit Union provides the Check Assure Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

The Credit Union may, at its discretion, honor overdrafts, including checks, any transaction using the FFCU VISA Debit Card, and automatic (ACH) debits, so long as the share draft account has been opened at least ninety (90) days and you maintain your accounts in good standing at the credit union. This means:

- You make regular deposits sufficient to cover transactions.
- You have no legal orders outstanding on your accounts.
- You do not have any loans with us that are more than 10 days past due.
- Your accounts do not have a derogatory history.
- Your accounts do not have questionable transactions.
- You have authorized us by signing our Authorization and Consent Form to offset your overdraft with the use of any government benefit funds such as Social Security or other public benefit funds.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Check Assure Program fee. If we honor multiple overdrafts, we may honor them in any order. A separate fee will be assessed for each overdraft item honored. The maximum dollar amount of overdrafts (including fees) the Credit Union will cover for qualified Chairman's Circle Members is \$2,500; for qualified President's Circle Members the amount is \$1,500; and for all other qualified members, the amount is \$1,000.

When the Credit Union honors overdraft items from your account, whether the item was drawn by you or by anyone else permitted by you to use your account, you must deposit funds to cover both the overdraft(s) and any applicable fee(s) immediately, but in no case more than fourteen (14) days from the date notice of the overdraft is sent to you. If you fail to cover the total overdraft and fee amount within fourteen (14) days, the Credit Union may pursue all collection options available to it, including, but not limited to, suspension of Credit Union services or removal from membership. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Check Assure Program fee is a flat fee charged, regardless of the amount the account is overdrawn, for each individual overdraft item presented and paid by the Credit Union. This fee is the same fee charged by the Credit Union for "non-sufficient funds" or "NSF" items presented for payment and returned unpaid. The current charge for Check Assure Program service is described in our Fee Schedule. The Credit Union will send you a notice listing each item covered by the Check Assure Program service.

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

If you do not want the Check Assure Program service, you must inform the Credit Union in person, by phone or by sending written notice to the Credit Union. Your notice should be sent to: First Financial Credit Union, Attn.: Member Support at P. O. Box 90, West Covina, CA 91793, or to: mycu@ffcu.org, or call: (800) 537-8491.

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