

IMPORTANT INFORMATION

Please Retain For Your Records Amendment to Truth In Savings Agreement (dated 2/27/08)

EFFECTIVE August 15, 2010

The following terms replace in their entirety the provisions of the Check Assure Program in First Financial's Truth In Savings Agreement:

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 and recurring ACH debits 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 it 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 and automatic recurring (ACH) debits, so long as the share draft account has been open 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 derogatory history;
- Your accounts do not have questionable transactions, and
- 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.

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FIRST FINANCIAL

C R E D I T ♦ U N I O N



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 honored. The maximum dollar amount of overdraft (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 fees(s) immediately, but in no case more than fourteen (14) days from the date of overdraft. If you fail to cover the total overdraft and fee amount within (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.

This 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 this 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.

Please see other side.