

**Disclosure and Agreement of
Terms and Conditions
Applying to
Eagle Community Credit Union
Member Accounts**

**PLEASE KEEP THIS BROCHURE
FOR YOUR RECORDS**

This Disclosure supersedes all
Disclosures prior to the effective
date shown below.

Effective April 1, 2011



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TRUTH-IN-SAVINGS DISCLOSURE GENERAL INFORMATION

In the following agreement the words "YOU", "YOUR", "YOURS" and "MEMBER" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a Membership Application / Signature Card for each respective account. The words "WE", "US", "OUR", "Credit Union" and "Eagle CU" mean the EAGLE COMMUNITY CREDIT UNION. We may change terms, conditions, requirements or amend the disclosure from time to time without notice, except as required by the Truth-In-Savings Act. However, before any charge or fee is increased or added, you will receive advance notice. You may always obtain more information by calling us at (949) 588-9400.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 you: 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 make a copy of your driver's license or other identifying documents.

BYLAW REQUIREMENTS: Our Bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations, which affect your account and membership. You may obtain a copy of the Bylaws on request.

PAR VALUE OF SHARES: The par value of a Share in this Credit Union is \$5.00.

NATIONAL CREDIT UNION SHARE INSURANCE FUND: Member accounts in this Credit Union are federally insured to at least \$250,000 (Individual Retirement Accounts are insured up to \$250,000) by the National Credit Union Share Insurance Fund.

OWNER(S): The word "owner(s)" on an Account Signature Card or Membership Application and Agreement means the owner in the case of an individual account and it means the joint owners (both as individuals and as a group) in the case of a joint account.

DIVIDENDS: The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the California Financial Code and the Truth-in-Savings Act and Regulations.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

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

All dividend earning accounts, with the exception of Term Share (Certificate) Accounts, are considered variable rate accounts. The Dividend Rate and Annual Percentage Yield (APY) may change at the discretion of the Credit Union. For specific dividend rate(s) for each type of dividend bearing account, you may refer to the attached Deposit Rates & Annual Percentage Yields sheet, which is incorporated by this reference. Current rate information and minimum balance to open and earn the APY for these accounts can be found in the Deposit Rates & Annual Percentage Yields sheet accompanying this disclosure; members may also obtain current rate information by calling the Credit Union at (949) 588-9400 or (800) EAGLE CU or visit us online at www.eaglecu.org.

Variable rate accounts are designated on the Deposit Rates & Annual Percentage Yields sheet. The Dividend Rate and Annual Percentage Yield (APY) on these accounts may be tiered. A tier is a range of account balances; different rates and APY's may apply to different tiers. When the balance increases or decreases to a different tier, the account balance will be subject to the rate applicable to that tier for the time the balance is at the higher or lower level. This means if an account balance goes below or above a certain level even for one day, the account will be subject to that tier for one day. The Deposit Rates and Annual Percentage Yields sheet will show current rates, APYs and tiers. These rates are subject to change without notice. You may also obtain current rate information by calling the credit union at (949) 588-9400 or (800) EAGLE CU or visit us online at www.eaglecu.org.

For all dividend earning accounts, except Term Share (Certificate) Accounts, dividends will be compounded monthly and will be credited monthly on the last day of the month. For these account types, 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 of such dividend period is January 31.

All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

Dividends on Term Share (Certificate) Accounts are compounded monthly and will be credited monthly on the last day of the month, and upon maturity. The Dividend Rate and Annual Percentage Yield (APY) for this account is stated in the Deposit Rates & Annual Percentage Yields sheet. You will be paid this rate until the maturity date of the account.

If you close your account before dividends are credited, you will receive the accrued dividends.

BALANCE COMPUTATION METHOD. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

ADDITIONAL DISCLOSURES ABOUT SPECIFIC ACCOUNTS

REGULAR SAVINGS ACCOUNT DISCLOSURE (SHARE ACCOUNTS)

Our Share Accounts are called Access Savings, Green Team and Circus Club Access Savings, Holiday Club, and Custom Savings.

You must be between the ages of 0 and 12 to open a Circus Club Access Account. You must be between the ages of 13 and 17 to open a Green Team Access Account. Your Holiday Club Account funds in excess of the minimum balance requirement will be transferred the first business day of November per the instructions you provided when the account was opened or the most recent instructions on file.

INDIVIDUAL RETIREMENT ACCOUNT (IRA) SHARE SAVINGS DISCLOSURE (TRADITIONAL, ROTH AND COVERDELL EDUCATION IRA SHARES)

No transaction limitations apply to this account. However, certain federal or state penalties may apply when IRA funds are withdrawn early.

PREMIUM ADVANTAGE MONEY MARKET ACCOUNT DISCLOSURE (MONEY MARKET SAVINGS)

Effective August 1, 2004, a minimum deposit as disclosed on the Deposit Rates & Annual Percentage Yields Sheet is required to open the account. The minimum withdrawal amount is \$100.

The account is subject to Regulation D restrictions. Checks written in excess of Regulation D restrictions shall be subject to a fee and the account may be subject to closure.

TERM CERTIFICATE ACCOUNT DISCLOSURE

Our Term Accounts are called Term Share Certificates, Early Saver Term Share Certificates, Traditional, Coverdell Education and Roth IRA Term Share Certificates.

TRANSACTION LIMITATIONS: Effective February 9, 2004, you may not make additional deposits into the account after the account is opened, except that dividends may be posted to the account, and except special add-on Term Share Certificates that may be offered. Dividends paid and credited to a Term Share Certificate may be withdrawn without penalty; however, the original principal balances may not be withdrawn without penalty, except in the case of special Term Share Certificates that may be offered.

MATURITY AND RENEWAL POLICIES: The maturity date of your Term Account is provided to you on an accompanying receipt at the time your Term Account is opened. Your Term Account will automatically renew at maturity. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. To obtain the renewal dividend rate and Annual Percentage Yield, you may call the Credit Union at (949) 588-9400 or (800) EAGLE CU on your maturity date.

EARLY WITHDRAWAL OF FUNDS: A substantial penalty is assessed for early withdrawal of Term Account funds. Any withdrawal of the principal balance held in the account will be subject to the following penalty:

1. For Term Accounts of one year or less the penalty for early withdrawal is:
 - a. Forfeiture of an amount equal to ninety (90) days' dividends, whether earned or not. The forfeiture is calculated at the rate being paid on the Term Account regardless of how long the funds have been in the account. The principal amount upon which the forfeiture is calculated is the amount withdrawn.

- b. The account will be closed, and the principal amount upon which the forfeiture is calculated is the entire amount of the account.
2. For Term Accounts of more than one year, the penalty for early withdrawal is:
 - a. Forfeiture of an amount equal to one hundred eighty (180) days' dividends, whether earned or not. The forfeiture is calculated at the rate being paid on the Term Account regardless of how long the funds have been in the account. The principal amount upon which the forfeiture is calculated is the amount withdrawn.
 - b. The account will be closed, and the principal amount upon which the forfeiture is calculated is the entire amount of the account.
3. Term Account may not be transferred or assigned to any party other than the Credit Union.

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 Account, or is made pursuant to Credit Union policy.
2. The Term Account is part of a pension 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.
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

LOAN COLLATERAL: Term Account funds (excluding IRA Accounts) can be used to secure an Eagle Community Credit Union loan, subject to the terms and conditions as set forth in the prevailing Term Account loan policy.

WITHDRAWAL OF DIVIDENDS PRIOR TO MATURITY: The Annual Percentage Yield (APY) is based on an assumption that dividends will remain in the account until maturity. A withdrawal of dividends prior to maturity will therefore reduce earnings.

EARLY WITHDRAWAL OF FUNDS: A substantial penalty is required for early withdrawal of IRA Term Account funds. The early withdrawal penalties for IRA Term Accounts are the same as for Term Accounts. However, certain federal or state penalties may apply when IRA funds are withdrawn early.

TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNTS (SHARE DRAFT)

1. We may recognize the signature of any one (1) person who signed the signature card to transact any business on this account, including, but not limited to, the causing or making of overdrafts (for which all of you shall be liable) and endorsement of checks payable to any signer of this account.
2. If the signature card is signed by more than one person, all of you further agree as between yourselves and us:
 - a. All amounts now and hereafter in the account, regardless of source, are owned by you jointly and equally regardless of your net contributions, with right of survivorship, and subject to withdrawal(s) and/or receipt of or by any of you, and payment to any of you or any of your survivors shall be valid and discharge us from any liability for such payment.
 - b. You hereby appoint each other as agents and attorneys in fact to overdraft any of your Share or Loan accounts.
3. We are authorized to pay checks signed by you and the payments will be charged to your account.
4. You authorize us to transfer funds from your Primary or Access Savings Account on your written or oral request to your Checking Account. You understand and agree that no transfer will be made unless there are sufficient shares on deposit at the time of transfer.
5. We may, at our discretion, but are not obligated to (nor shall we be liable for refusal to), pay funds from this account:
 - a. When such payment would draw the account below the minimum balance as established from time to time by us ("overdraft").
 - b. If drawn by means not authorized in advance by us.
 - c. Against checks presented over six (6) months past their issue dates.

d. Against uncollected, non-cash items.

6. We may, without liability, accept, pay, guarantee or charge checks to the account in any order convenient to us.
7. In order to assure that payment is not made on any postdated check you write, you must notify the Credit Union in the same manner and in such time as is required to process a stop payment order, and we may assess a fee according to our current Service Pricing provided to you with this disclosure. If you do not provide appropriate notice to the Credit Union, a postdated order expires six (6) months after receipt by us or on the date written on the check, whichever occurs first. You acknowledge and agree that we may verify the date of the check and unless prohibited by law, you authorize us to pay the check and debit your account, even if the check is presented for payment prior to the date written on the check. In addition, we may, in our sole discretion, return the postdated check. You also acknowledge and agree that we will not be liable to you or any payee or payer if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.

Stale-Dated Checks - The Credit Union is under no obligation, but may pay a check which is presented more than six (6) months after it is dated.

All checks written on your account must be drawn in U.S. dollars.

8. We may pay and charge to your Checking Account funds drawn by us and payable to any persons, organization, association or corporation whom you have authorized by providing sample MICR encoded information for your account provided there are sufficient funds in your account to pay such checks. You agree that your rights in respect to such preauthorized checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing to us (and to the agency to whom the sample MICR writing was provided) and we have had reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such checks. You further agree that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, we shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance, loss, or damage to you of any kind.
9. If you want to stop payment on a check you have written, you may place an oral or a written stop payment order. Any authorized signer on the account may furnish a stop payment order. For example, a joint account holder may stop payment on a check written by another account holder.

In order for us to stop payment on the item, you must furnish us with adequate information which may include any or all of the following: the check number, the exact amount of the check, the date of the check, and the name of the payee. If you provide us with incorrect information, we will not be responsible for our failure to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item.

You may furnish the stop payment order orally or in writing. Once a stop payment has been placed, a confirmation will be sent for your review. You agree to examine the confirmation carefully and to notify us upon receipt of any error by calling (949) 588-9400 or (800) EAGLE CU. If you do not notify us of errors or problems within fourteen (14) days after the stop payment was placed, we will not be responsible for failure to stop payment on the item. The order will remain in effect for six (6) months and must be renewed by you every six (6) months to remain in effect. If you do not renew the stop payment order when it expires and the item is presented for payment, we may pay the item and charge it to your account. There is a charge for each stop payment order and renewal order requested. See current Service Pricing. Only the person who initiated the stop payment request may cancel a stop payment request.

In some cases, we may pay an item even if a stop payment request is in effect. If Eagle CU or another person or entity is determined by us to be a "holder in due course" of the item, we may pay the item.

If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you up to the face amount of the item if you establish that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or any other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons.

Anyone holding the check, including the Credit Union, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend and hold us harmless from all costs (including attorneys' fees), actions, damages, claims and demands related to or arising from our action in stopping payment on the check.

10. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect a check(s) or to account for proceeds of its collection until we know of the fact of your death or adjudication of incompetence and have reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee a check(s) drawn on or prior to the date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if any of you die, become incapacitated or your organization is dissolved.
11. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker; and
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
12. Our measure of damages for failure to exercise ordinary care in handling a check shall not exceed the amount of the item.
13. We are neither given notice or otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
14. Our authority under this agreement may not be changed or terminated by you, except by written notice to us, which will not affect any prior transactions.
15. Notify us at once if you suspect that a check or endorsement is forged or altered or that someone unauthorized is using your account or if you have an objection respecting any item shown on a monthly statement of the account. You must notify us within a reasonable period of time not exceeding thirty (30) days after the closing date of the statement. If you fail to notify us within this time period, we may not be responsible for forgeries, alterations or unauthorized use committed later by the same person(s).
16. Overdraft protection is available for your Checking Account in the following manner:
 - a. If you have an Express Delivery Line of Credit Account or HELOC but no increments, available funds will automatically be transferred in increments of \$100 sufficient to cover the overdraft, providing the account is not over limit or delinquent.
 - b. If there are insufficient funds available or if you do not have a Line of Credit account or HELOC, you may designate that funds will be transferred from your Primary or Access Savings Account or any qualifying account as designated in the order listed on your Membership Application and Agreement to cover the overdraft and a fee will be charged in accordance with the Service Pricing. Such transfers will generally be made only if there are sufficient funds on deposit at the time of the transfer. You may change the order in which your overdrafts are covered at any time by calling the Credit Union at (949) 588-9400 or (800) EAGLE CU.
 - c. We may, but are not required to pay overdrafts to the Checking Account. We may do so (but are not required to) by transferring funds to cover such overdrafts from your Primary or Access Savings Account (in the amount of the overdraft or in such other sum(s) as we may establish from time to time.) Overdrafts, if paid, in excess of funds available in any Share Account are payable on demand.
 - d. Courtesy Pay - As a service to you, we may pay checks or other items/transactions, which would cause your Checking Account to have a negative (or further negative) balance (herein "overdraft"), pursuant to the terms and conditions of this Agreement. The first choice by the system to clear items will be the accounts or Line of Credit options you have indicated on your Membership Application and Agreement. If funds are not available to be transferred as overdraft protection from those options, your Checking Account may be brought negative pursuant to all terms and conditions of this Agreement.

The word "overdraft" includes a negative balance in your Checking Account with us that may occur for various reasons, including, but not limited to: (1) the payment of checks, preauthorized electronic transfers, or other withdrawal

requests authorized by you including, but not limited to, ATM transactions, Point-of-Sale transactions for which funds are insufficient; (2) the return (unpaid) of items deposited by you; (3) the imposition of service charges by us; or (4) the deposit of items which are treated as not yet "available" according to our Funds Availability Policy.

The Courtesy Pay service is not a credit product and requires no credit application. The service will only be applied to your Checking Account if:

- You have been a member for at least 90 days;
- You have no negative account history with any financial institution or retail merchant;
- You maintain your membership in good standing;
- Your loans with us are not past due;
- There are no legal or administrative orders or levies against your Checking Account;
- The primary account holder is 18 years of age or older;
- You are not suspect of account abuse or inability to repay any negative balance.

ANY SUCH PAYMENT WILL BE MADE ON A CASE-BY-CASE BASIS, IN OUR SOLE AND ABSOLUTE DISCRETION.

Courtesy Pay fees are applied to your total overdraft limit. You will be notified by mail, or if designated, by email of any non-sufficient funds checks, items, or other transactions that have been paid or returned; however, you understand that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

For your overdrafts cleared, you promise to immediately pay us all sums, including the fees and charges for this service, advanced to you or any other person you permit to use your Checking Account and/or who causes an overdraft on your Checking Account.

All negative balances must be paid within thirty-five (35) days from date of first consecutive overdraft

A Courtesy Pay fee will be charged to your Checking Account, in accordance with the Service Pricing, for each overdraft check or other item/ transaction that is cleared on your Checking Account.

This means that more than one Courtesy Pay fee may be assessed against your Checking Account per day depending upon the number of overdrafts cleared through the Courtesy Pay service.

The total of the overdraft (negative) balance in your Checking Account, including any and all fees and charges is due and payable upon demand, and you are required to immediately deposit with us sufficient funds to cover the overdrawn items paid by us and pay the related fees.

You also agree that we have the right to transfer available funds from your other accounts you may have with us to cover the overdrawn balance and pay the related fees. You understand and agree that we may transfer funds to your Checking Account from any of your other account(s) with us (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdrawn check, item, or other transaction which we may pay according to the terms and conditions of this Agreement and to pay the related fees. In addition to any other rights that we have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future have an interest are subject to our right of off-set for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you "opt-out" of the Courtesy Pay service by calling the telephone number below, you consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to your account. Each person who causes an overdraft, which is paid by us, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. We reserve the right to limit Courtesy

Pay service to one (1) account per household or member without notice of reason or cause.

If you fail to live up to said terms and conditions regarding Courtesy Pay, or you are in default on any loan obligation with us, or a negative balance exists in any other deposit account with us on which you are an owner, we may temporarily suspend overdraft privileges or terminate the Courtesy Pay service or close your Checking Account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees, and court costs which we or you shall or may incur as a result of your default.

We may terminate or suspend the Courtesy Pay service at any time without prior notice. In no event shall any termination relieve you of your obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.

If you prefer not to have Courtesy Pay, please contact us at (949) 588-9400 or (800) EAGLE CU during our normal business hours.

17. Only EAGLE COMMUNITY CREDIT UNION checks, or other methods approved by us, may be used to withdraw funds from the account.
18. As a convenience to you, we will submit your initial order and may submit reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks directly to you. You authorize the Credit Union to charge your Checking Account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs. You are responsible for verifying the accuracy of all information shown on your checks whether you order them from us or somewhere else. If you do not order your checks through the Credit Union's authorized check vendor(s), you understand and agree that there is a higher likelihood that your checks may be rejected due to printing errors, erroneous information, and formatting. Rejected check charges may apply.
19. You will notify us at (949) 588-9400 or (800) EAGLE CU immediately, if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

We may recommend for you to close your existing Checking Account and re-open a new one any time the Credit Union has reason to believe your account is at risk of being compromised (i.e., due to lost/stolen checks, unauthorized transactions, etc.)

If, despite our recommendation to establish a new account number, you choose not to, you release the Credit Union from any liability for subsequent losses on the account due to fraud. In addition, to any rights we have by law, we may deny a claim for monetary loss due to a forged, altered or unauthorized signature, if you do not guard against improper access to your checks.

If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your account, you agree to cooperate with the Credit Union in the investigation of your claim. This includes providing an affidavit containing whatever reasonable information we require concerning your account, the transaction in question and the circumstances surrounding the loss.

You also agree to file a criminal report with appropriate law enforcement officials against any suspected wrongdoer, if we request that you do so.

You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against the Credit Union in connection with any account transaction, and to provide us with all reasonable information about your insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

Except as otherwise required by law or regulation, you agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any loss you claim, and that we have no obligation to provisionally credit your account. We are not liable for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration, or where your failure to exercise ordinary care substantially contributes to a forged signature or alteration.

Our maximum liability is the lower of your actual damage proved, or the amount of the forgery, alteration or other unauthorized withdrawal, reduced by an amount which would not have been realized by the use of ordinary care. In no event will we be liable for special or consequential damages, including loss of profits and/or opportunity or for attorneys' fees incurred by you.

20. Paid checks remain the property of the Credit Union upon payment and are not returned to the account owner(s). Checks are stored for seven years from date of posting. You may request and we will provide you with a photocopy of a requested item within a reasonable time. We will not charge you for copies of the first two (2) items you request per month. Additional copies will be subject to an assessment of a fee. You understand and agree that we are not responsible for the quality of any check copy that you request from us.
21. You shall pay us all costs and charges incident to the Checking Account according to the schedule established by us from time to time. We shall debit such charges against the Checking Account, except where there are insufficient funds available, and then such charges shall be treated as overdrafts.
22. The use of the Checking Account is subject to such other terms, fees, conditions and requirements as the Credit Union may establish from time to time.
23. If this is an organization account, the persons authorized to sign on this account certify that they are the duly elected or appointed officers of said corporation, partnership, organization or unincorporated association and have the authority to transact business of any character whatsoever in connection with this account.
24. The Credit Union shall have the right to terminate this agreement or close any Checking Account of a member without notice and without consent at any time at will, subject only to the restrictions of the Credit Union's Policies, if any.
25. Checking Accounts with no activity for ninety (90) days or more will be considered inactive and may be closed by the Credit Union.
26. No transaction limitations apply to this account.

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. All accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204.
2. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit us from enforcing such terms and conditions at a later date.
3. We may endorse and/or collect items deposited to your account, which we receive without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorser to be present and properly identified, or to have their endorsement guaranteed before we accept the item.
4. We are not responsible for items lost while not in our possession.
5. We will mail all statements and other notices only to the person whose signature appears first on the Membership Application/ Signature Card. You shall exercise reasonable care and promptness examining your statements and must promptly notify us of any unauthorized payment due to an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the unauthorized payment against us if we can prove: 1) we suffered a loss on the item because of your failure; or 2) we, in good faith, paid on another item presented by the same wrongdoer, if the payment was made before you properly notified us and you have had thirty (30) days from the date of the statement to notify us. If you fail to uphold your duties, but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within one (1) year after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.
6. We or you may terminate an account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. If we receive conflicting claims to funds in an account we hold, we may, at our discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of record of the account at the statement mailing address; interplead

all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction.

7. We may recognize the signature of anyone who signed a Membership Application/Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Membership Application/Signature Card shall be valid and discharge us from liability.
8. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days' written notice of your intention to withdraw funds from any account except Checking Accounts. The maximum amount you may withdraw in cash is \$3,000 per day, unless you have made prior arrangements with us.

The above withdrawal limitation applies to these accounts in combination with all other Credit Union account(s).

9. You understand and agree that Individual, Joint, Trust and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
10. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Membership Application/Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application and Agreement. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties. A joint account owner may be removed by completing a Request to Remove Joint Owner form, which must be signed by all account owner(s) or by closing the account and having a new account number assigned.
11. You are required to keep us informed of your current address. You may notify us in person at any branch or by sending a written and signed notice to Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696. In the event that you fail to do this, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining your address. This charge will be imposed in accordance with our Bylaws. An address change request must be authenticated and may require authorization from the Primary Account Owner.
12. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. You will refer to the Credit Union's Disclosure of Funds Availability Policy for further details. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
13. All accounts are subject to our fees and charges as disclosed on our Service Pricing, which accompanies this Disclosure and Agreement and is incorporated by this reference. We shall debit such charges, including check printing costs, against any Share or Checking Account or Express Delivery Line of Credit Account or HELOC you own (including accounts on which you are a joint owner, except your IRA Accounts) without prior notice to you. If there are insufficient funds available in your Checking Account(s) or Share Account(s), the funds available under the Express Delivery Line of Credit loan account may be used to pay service charges or fees. The charges are payable on demand and, for Checking Accounts, will be treated as an overdraft.
14. SPECIAL NOTICE REGARDING 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 your 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 backside of the check when it is facing you) can be used by you for endorsements or any other markings.

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

In the event that you draw a check on your Checking or Loan Account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

15. California law states that inactive account balances must be turned over to the state after a period of three (3) years, if you have not:
 - a. Increased or decreased the amount of any of your account(s) with us or presented an appropriate record of crediting dividends or cashed a dividend check from any of your accounts with us; or
 - b. Corresponded in writing or electronically with us concerning any of your accounts with us; or
 - c. Otherwise indicated an interest in any of your accounts with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice. To recover funds turned over to the state, you must file a claim with the state.

We may charge a fee, as indicated on the Service Pricing, without additional notice, for any account having no monetary activity for six (6) months.

16. We reserve the right to require that withdrawals made from your accounts be made in minimum amounts as established from time to time by Board policy.
17. We may, but are not obligated to, transfer funds from your Share Account(s) or Loan Account(s) on your written or oral request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on our "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer may occur when sufficient funds become available.
18. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
19. We agree to retain and furnish to you, if requested, copies of certain records pertaining to your account and that these records will be available to you for the time frame required by law. You agree to pay applicable fees as listed on our Service Pricing for those copies.
20. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us in determining your initial and ongoing eligibility for an account. You authorize us to give information concerning our experience with you to others.
21. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will not open an account without this identification number. For additional information on this requirement, you may read "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)". These instructions are found in a separate brochure, which will be furnished upon request.
22. In the event that a negative balance is created in any of your Share or Checking Accounts (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) you understand and agree that we may transfer funds to such account from any other Share, Checking or Express Delivery Line of Credit Account or HELOC (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the negative account balance.

23. You must be a member in good standing to maintain any Shares and/or Loan Account. In order to become a member, you must pay a non-refundable Membership Fee or open any Share Account. We may report information about your account to credit bureaus. Late payments, missed payments, negative balances, or other defaults on your account may be reflected in your credit report.
24. STATUTORY LIEN: If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) or accounts on which you are a joint owner (except IRA) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

Transfers in excess of the above limitations may not be honored.

If you exceed the transfer limitations set forth above during any month, your account will be subject to closure by the Credit Union.

25. REGULATION D RESTRICTIONS ON FUNDS TRANSFERS: During any month, you may not make more than six withdrawals or transfers from your Share Accounts to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic, electronic (such as Audio Express, Online Express Home Banking, fax or personal computer) order or instruction. You may make an unlimited number of withdrawals from, or transfers among, your Share Accounts by mail, messenger, or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through Audio Express or Online Express, if you request that we send you a check.

26. As a condition of establishing Membership, we may confirm your eligibility prior to or subsequent to opening your Account.
27. If a check or other item which we cash for you or which you deposit to your account is returned to us as unpaid for any reason, we may charge your account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your Account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.
28. We may re-present a returned check for payment by the financial institution upon which it is drawn, if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your account.
29. In the event a returned deposit causes your account balance to become negative, we may retain the item until the negative balance is resolved.
30. You understand and agree that we must comply, if we are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to your account that we reasonably believe is valid. We may charge a fee, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process.
31. In the event that a money order or official check is lost or stolen, you must execute and deliver to us a written Stop Payment Request and Indemnification Agreement and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Stop Payment Request and Indemnification Agreement is not enforceable until the later of (i) the time the Stop Payment Request and Indemnification Agreement is properly delivered to us, or (ii) the 90th day following the date of the money order or official check. You agree to indemnify us for any loss or claim occasioned by our attempting to, or stopping payment on such check.
32. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account must be commenced within one year after the cause of action occurs.
33. You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You

- authorize the Credit Union to deduct any such loss, costs or expenses from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions.
34. This Agreement is governed by the Bylaws of the Credit Union, Federal laws and regulations, the laws (including applicable principles of contract law) and regulations of the state of California, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union's headquarters office is located.
 35. You and Eagle CU agree to attempt to informally settle any problems which might occur. If that cannot be done, you and Eagle CU agree that a judge will hear our claims without a jury.
 36. **FACSIMILE SIGNATURES/INSTRUCTIONS:** We may refuse to accept facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon a facsimile signature(s) resembling a signature that has been provided to us by you. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs, and expenses including, but not limited to, reasonable attorney fees arising directly or indirectly out of the misuse or the unlawful or unauthorized use of the facsimile signature(s) by any person. We are not required to act upon instructions received by facsimile transmission.
 37. **COLLECTION ITEMS:** Some items, such as items subject to processing delays (e.g., insurance drafts, returned substitute checks and foreign items), cannot be credited to your account until we receive the funds. On such items, we will tell you this and give you an estimate of the time it will take to receive the funds. When funds are received, we will notify you and immediately credit your account for that amount minus any service charge levied by a third party. Refer to current Service Pricing for Eagle CU fees.
 38. All accounts are verified through ChexSystems. We may refuse to open an account based on information provided by them.
 39. If you voluntarily give information about your account (such as your routing number and your account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your account initiated by the party to whom you give the information is deemed authorized.
 40. **LOST ITEMS FOR DEPOSIT OR ENCASHMENT:** We act only as your collection agent when receiving items for deposit or encashment. You should be aware that we reserve the right to reverse the credit for any deposited item or charge your account for cashed items should they become lost while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost items by providing us with such information and other assistance as we request. We may charge your account when a photocopy of a check you have written is presented to us for payment in place of a lost original, unless a stop payment order is in effect for the check.
 41. **EMAIL ADDRESS:** By supplying a valid email address to the Credit Union, you are selecting email as a preferred delivery method for correspondence that the Credit Union elects to make available via this communication method; as well as "opting-in" to receive promotional emails from the Credit Union.
 42. **ACCOUNT SERVICES FOR MINORS:** The credit union may, from time to time, elect to offer and/or provide minors with access to their Credit Union funds via Checking Accounts and/or check cards. In such cases, the Credit Union recognizes that minors cannot be legally bound by the wording in the related contractual account agreements. An adult joint owner may be required and will be the responsible party for the account.
 43. **TELEPHONE MONITORING:** To ensure you receive courteous and efficient service, supervisory personnel in our Member Service Center may randomly monitor member telephone conversations. These conversations may be recorded.
 44. **TERMINATION/RESTRICTION ON ACCOUNTS:** Consistent with the Credit Union's Bylaws and/or policies, your account or other relationship with us may be terminated by you or by us at any time and without previous notice. Closure of an account will not affect your obligation to pay any outstanding balances or charges owed. We may terminate the account by mailing you a notice (prior to

or immediately after closing the account) and/or a check for the account balance. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

Your account(s) may also be terminated or closed by us at any time, without prior notification, if it has a zero balance, for a period greater than three months. The Credit Union also reserves the right to close your account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your account; (2) there is a dispute as to the ownership of the funds in the account; (3) your account checks are lost or stolen; (4) there are excessive returned unpaid items; or, (5) there has been any misrepresentation, deliberate manipulation or any abuse of your account. Manipulation includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment.

We reserve the right to suspend or deny all services, close your account and, if appropriate restrict your access to Credit Union premises if you fail to conduct your business with the Credit Union in a civil and business-like way. Violence, or threats of violence, against Credit Union staff, volunteers or other Members will not be tolerated.

You may terminate any account at any time by notifying us orally, by writing to us at the Credit Union, or by informing us in person at one of our branches, but such notice will not affect any prior transactions on any account. The Credit Union is not responsible for payment of any check, withdrawal or other item once any account is terminated; however, if the Credit Union pays any items after termination, or if any account is terminated due to overdraft, you agree to reimburse the Credit Union for any payment or overdraft.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL AND JOINT ACCOUNTS

1. If there is more than one owner, all agree with each other and with us that all sums now paid in on shares by any one or all account owner(s), including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge the Credit Union from any liability.
2. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
4. You may pledge any or all of the shares on deposit in a Regular Savings Account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you will be binding on all of you.
5. Joint ownership of an account does not constitute Credit Union membership. Joint owners may be nonmembers. As a result, Credit Union benefits may be limited.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by will.

TERMS AND CONDITIONS APPLICABLE TO PAY-ON-DEATH (P.O.D.) DESIGNATION

1. If you have made a Pay-On-Death (P.O.D.) Designation, all sums are payable on request by you during your lifetime and upon your death to your designated P.O.D. payee(s) in equal and individual shares or, if the account is jointly owned to one or more account owner(s) during their lives and on the death of all of them to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.

2. You may pledge any or all funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
3. A Pay-On-Death Designation cannot be changed by will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS

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.

1. You may pledge any or all funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
2. A right of survivorship or a beneficiary designation in a Trust Account cannot be changed by will.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS

1. You are duly appointed and acting in the capacity of Executor/ Executrix, Administrator/Administrate, Guardian or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by us.
2. You may pledge any or all shares on deposit in the account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one fiduciary shall be binding on all fiduciaries.
3. If a Checking Account is opened with us, you agree that the account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the Membership Application/Signature Card.
4. If the account is blocked, you understand that you shall file with the court a written document, including the Agreement with the Credit Union that the money in the account, including any earnings thereon, shall not be withdrawn except upon court order.

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS

1. You affirm that you are the sole proprietor of the sole proprietorship named on the signature card. We may pay out funds with your signature. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the signature card which we receive for deposit.
2. You may pledge any or all funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies.
3. If a Checking Account is opened with us, you agree that the account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the Membership Application/Signature Card.

**TERMS AND CONDITIONS APPLICABLE TO
CORPORATE, PARTNERSHIP AND
UNINCORPORATED ASSOCIATION (CLUB) ACCOUNTS**

1. The person(s) named on the signature card are duly authorized to make the certification to certify, that at a regularly held meeting, the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one (1) of the signatories, as named on the signature card, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that signature(s) appearing on the signature card are the genuine signature(s) of said authorized person(s); and that your authority shall continue in force until written notice to the contrary is received by us.
2. You may pledge any or all funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.
3. If a Checking Account is opened with us, you agree that the account shall be governed by the terms of this Disclosure and Agreement as well as the terms of the Membership Application/Signature Card and Agreement.
4. To be eligible to join the credit union, a corporation, partnership, or unincorporated association must be located within Orange County, California.

DISCLOSURE OF FUNDS AVAILABILITY POLICY

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

In some cases, we may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such funds.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

For purposes of computing the amount of dividends with respect to an account, the Credit Union will not delay computing dividends on funds deposited by check or similar instrument to your account beyond the date on which the Credit Union provisionally credits your account. However, the payment of dividends with respect to such funds deposited by an item which is returned unpaid is not required. As a matter of general policy, the Credit Union will immediately provide you with provisional credit for negotiable items deposited.

Eagle CU may accept for deposit items drawn on non-U.S., financial institutions or items payable in non-U.S., dollars on an exception basis. If accepted, such items will be processed on a collection basis only.

Eagle Community Credit Union, at our discretion, may refuse to accept a check presented for cash or deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

The first \$100 of your total deposits each business day at an Eagle Community Credit Union automated teller machine (ATM) will be available the next business day. The remaining funds will generally be available according to the ATM Hold Schedule, unless a longer delay is applied as outlined in the Longer Delays May Apply section.

If your account has been open thirty (30) days or less, the first \$100 of your deposits made at an Eagle Community Credit Union automated teller machine will not be available the next business day. Deposits made to a new account through an automated teller machine will be available on the tenth business day after the day of your deposit.

ATM HOLD SCHEDULE FOR DEPOSITS MADE AT AN ATM DISPLAYING EAGLE COMMUNITY CREDIT UNION'S NAME

Deposits made on:

Monday will be available Wednesday

Tuesday will be available Thursday

Wednesday will be available Friday

Thursday will be available Monday

Friday will be available Tuesday

Saturday or Sunday will be available Wednesday

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100 of your deposit will be available on the next business day except when the deposit is made at a Non-Eagle CU ATM. Deposits made at Non-Eagle CU ATMs will have a five business day hold placed on them.

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

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

HOLDS ON OTHER FUNDS (CHECK CASHING)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available, at the time funds from the check we cashed would have been available, if you had deposited it.

OTHER INFORMATION:

1. Please be sure to provide the Credit Union with your correct and legal name. If your name has changed, for example because of marriage, you are required to contact the Social Security Administration to report your new name.
2. On joint accounts, the TIN of the primary owner must be provided to the Credit Union, and it is that number under which dividends will be reported to the IRS.
3. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

PRIVACY NOTICE

We understand the importance of protecting the privacy of our members. As such, we are committed to maintaining the confidentiality of each member's financial records consistent with state and federal laws. The following sets forth our policies regarding our use and protection of your financial information.

During the course of business, we collect nonpublic, personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information we obtain when verifying the information we receive from you;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

Generally, we may share all information we collect about you, as described above, with nonaffiliated third parties to complete transactions and maintain accounts and related records (such as data processing transactions and records). We may also share such information with select nonaffiliated third parties if: 1) you request or authorize it; 2) the information is provided to help complete a transaction initiated by you; 3) the information is provided to a consumer reporting agency in accordance with the Fair Credit Reporting Act; or 4) the disclosure otherwise is lawfully required or permitted.

Also, we may enter into agreements with other businesses to provide support or services to us or for one or more of our products, such as mailing houses that assist us in delivering your statements and other promotional materials. Under certain circumstances we may also enter into joint marketing agreements with other financial service providers, such as mortgage bankers, securities broker-dealers, and insurance companies and agents. Before entering into relationships with such entities, we require them to agree to safeguard our member's information and to comply with all applicable privacy laws.

Furthermore, we may also disclose nonpublic, personal information about you to other nonaffiliated and affiliated third parties not described above as permitted by law and by our policies.

If you decide to terminate your membership or become an inactive member, we will adhere to the privacy policies and practices as described in this notice.

Pursuant to the Fair Credit Reporting Act ("FCRA"), it is the Credit Union's practice to share Transaction/Experience Information (as defined by the FCRA) with its affiliates and nonaffiliated third parties to the extent permitted by law.

We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. Our employees access information about you when needed to administer your accounts, to provide requested services, or in response to a legally valid outside request or order (such as a subpoena). In addition, our employees may also access information to exercise our rights under the law or pursuant to any agreement with you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic, personal information.

We strive to ensure that our records contain accurate information about you. If you see any inaccuracies in your statements, please call (949) 588-9400 or (800) EAGLE CU. We will promptly investigate and make any necessary changes to update your records.

We reserve the right to revise our policy as our business needs change or as the law requires. If we revise our policies, we will provide our active members with copies of our new policies at that time.

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency