

## Go Business Fee Schedule

### General Fees

Account History .....	\$5/each
Account Reconciliation/Research Request .....	\$25/hour
Copies (checks, statements) .....	\$5/each
Account Closing Fee* (if closed within first 6 months) .....	\$25
Deposit Correction* .....	\$5/each
Stop Payment Order (including Bill Pay) .....	\$29/item
NSF Return Item Third Party (per presentment) .....	\$5/item
NSF Return Item Drawn on Self (per presentment) .....	\$20/item
NSF/Overdrawn Account (check deposit, Bill Pay, ATM, automatic payment) (per presentment) .....	\$29/item
Courtesy Coverage (insufficient funds/paid item) .....	\$29/item
Overdraft Transfer (internal automated transfer, \$25 increments) .....	\$5/each
Counter Checks .....	\$5 for 9 checks/3 deposit slips
Money Order up to \$1000 .....	\$2/each
Personalized Checks .....	Varies by style
Cashier's Checks .....	\$5/each
Collection Item .....	\$40/item
Escheat (abandoned account) .....	\$2/account
Inactive/Dormant Account .....	\$5/month
Legal Order (levy, subpoena, etc.) .....	\$50/each
Notary Services .....	Fee will be charged up to the maximum allowed under the State Fee Schedule
New Membership (required to maintain membership, refunded upon account closure) .....	\$5
Non-sufficient Funds (NSF) (per presentment) .....	\$29/item
Overdraft .....	\$29/item

### Wire Transfer (Outside of Business Online Banking) \*\*

Continental US .....	\$30/each
International (US dollars) .....	\$50/each
International (local currency) .....	\$35/each
Incoming .....	\$10

### Zelle®

Transaction .....	no charge
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### External Transfer (A2A)

Standard Transaction .....	no charge
Next Day Transaction .....	no charge

### Automated Teller Machine (ATM)

ATM Replacement Card (1 <sup>st</sup> one free) .....	\$10/each
Card Rush Delivery .....	Actual Vendor Fee
ATM Overdraft .....	\$29/each
ATM Out-of-network Transaction (no charge for 1 <sup>st</sup> 4 per month) (additional charge may be assessed by out-of-network providers; varies by merchant) .....	\$2/each

### Visa Debit Card

Debit Card Replacement (1 <sup>st</sup> one free) .....	\$10/each
Card Rush Delivery .....	Actual Vendor Fee
Debit Draft Copy .....	\$10/each
Foreign Transaction (fees assessed by Visa) .....	
Outside US .....	1% of transaction amount
In Foreign Currency .....	1% of transaction amount

### Shared Branching Transactions

1 <sup>st</sup> 4 per month.....	no charge
Additional transactions per month .....	\$3/each

### Transaction Fees

Incoming wires, debits and transactions with a teller .....	1 <sup>st</sup> 30 per month are free
(includes transactions in checking, associated savings and cash transactions, cash limit of \$1500 applies)	

In excess of 30 transactions per month.... \$50/item  
(includes transactions in checking, associated savings and cash transactions)

Cash Deposited/Withdrawn beyond \$1500 .....

..... \$20 per \$100

(Aggregated transactions total apply per account)

Unlimited electronic deposits including Remote Deposit, ACH, Point of Sale and ATM

\*\*Please refer to Business Online Banking Schedule of Fees for Wire Transfers initiated online

Federally Insured by NCUA

\*Fee waived for non-profits and cooperatives

## Pro Business Fee Schedule

### General Fees

Monthly Maintenance Fee* .....	\$12
(waived with average daily balance of \$5,000)	
Account History .....	\$5/month
Account Reconciliation/Research Request .....	\$25 per hour
Copies (checks, statements) .....	\$5/each
Account Closing Fee* (if closed within first 6 months) .....	\$25
Deposit Correction* .....	\$5/each
Stop Payment Order (including Bill Pay) .....	\$29/item
NSF Return Item Third Party (per presentment) .....	\$5/item
NSF Return Item Drawn on Self (per presentment) .....	\$20
NSF/Overdrawn Account (check deposit, Bill Pay, ATM, automatic payment) (per presentment) .....	\$29/item
Overdraft Transfer (Internal automated Transfer, \$25 increments) .....	\$5/each
Counter Checks ...	\$5 for 9 checks/3 deposit slips
Money Order up to \$1000 .....	\$2/each
Personalized Checks .....	Varies by style
Cashier's Checks .....	\$5/each
Collection Item .....	\$40/item
Escheat (abandoned account) .....	\$2/account
Inactive/Dormant Account .....	\$5/month
Legal Order (levy, subpoena, etc.) .....	\$50/each
Notary Services .....	Fee will be charged up to the maximum allowed under the State Fee Schedule
New Membership .....	\$5
(required to maintain membership, refunded upon account closure)	
Non-sufficient Funds (NSF) (per presentment) .....	\$29/item
Overdraft .....	\$29/item

### Wire Transfer (Outside of Business Online Banking) \*\*

Continental US .....	\$30/each
International (US dollars) .....	\$50/each
International (local currency) .....	\$35/each
Incoming .....	\$10/each

### Zelle®

Transaction .....	no charge
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### External Transfer (A2A)

Standard Transaction .....	no charge
Next Day Transaction .....	no charge

### Automated Teller Machine (ATM)

ATM Replacement Card .....	\$10/each
(1 <sup>st</sup> one free)	
Card Rush Delivery .....	Actual Vendor Fee
ATM Overdraft .....	\$29/each
ATM Out-of-network Transaction .....	\$2/each
(no charge for 1 <sup>st</sup> 4 per month) (additional charge may be assessed by out-of-network providers; varies by merchant)	

### Visa Debit Card

Debit Card Replacement .....	\$10/each
(1 <sup>st</sup> one free)	
Card Rush Delivery .....	Actual Vendor Fee
Debit Draft Copy .....	\$10/each
Foreign Transaction (fees assessed by Visa)	
Outside US .....	1% of transaction amount
In Foreign Currency .....	1% of transaction amount

### Shared Branching Transactions

1 <sup>st</sup> 4 per month.....	no charge
Additional transactions per month .....	\$3/each

### Transaction Fees

Incoming wires, debits and transactions with a teller .....

1<sup>st</sup> 150 per month are free (includes transactions in checking, associated savings and cash transactions, cash limit of \$5000 applies, debits are defined as ACH withdrawals, ATM withdrawals, POS withdrawals, checks cleared or cashed, transactions processed by a teller)

In excess of 150 transactions per month.. \$50/item  
(includes transactions in checking, associated savings and cash transactions)

Cash Deposited/Withdrawn beyond \$5000 .....

\$20 per \$100  
(Aggregated transactions total apply per account)

Unlimited electronic deposits including Remote Deposit, ACH, Point of Sale

\*\*Please refer to Business Online Banking Schedule of Fees for Wire Transfers initiated online

Federally Insured by NCUA

\*Fee waived for non-profits and cooperatives

## Boss Business Fee Schedule

### General Fees

Monthly Maintenance Fee* .....	\$20 (waived with average daily balance of \$15,000)
Account History .....	\$5/month
Account Reconciliation/Research Request .....	\$25 per hour
Copies (checks, statements) .....	\$5/each
Account Closing Fee* (if closed within first 6 months) .....	\$25
Deposit Correction* .....	\$5/each
Stop Payment Order (including Bill Pay) .....	\$29/item
NSF Return Item Third Party (per presentment) .....	\$5/item
NSF Return Item Drawn on Self (per presentment) .....	\$20
NSF/Overdrawn Account (check deposit, Bill Pay, ATM, automatic payment) (per presentment) .....	\$29/item
Overdraft Transfer (Internal automated Transfer, \$25 increments) .....	\$5/each
Counter Checks ...	\$5 for 9 checks/3 deposit slips
Money Order up to \$1000 .....	\$2/each
Personalized Checks .....	Varies by style
Cashier's Checks .....	\$5/each
Collection Item .....	\$40/item
Escheat (abandoned account) .....	\$2/account
Inactive/Dormant Account .....	\$5/month
Legal Order (levy, subpoena, etc.) .....	\$50/each
Notary Services .....	Fee will be charged up to the maximum allowed under the State Fee Schedule
New Membership (required to maintain membership, refunded upon account closure) .....	\$5
Non-sufficient Funds (NSF) (per presentment) .....	\$29/item
Overdraft .....	\$29/item

### Wire Transfer (Outside of Business Online Banking) \*\*

Continental US .....	\$30/each
International (US dollars) .....	\$50/each
International (local currency) .....	\$35/each
Incoming .....	\$10/each

### Zelle®

Transaction .....	no charge
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### External Transfer (A2A)

Standard Transaction .....	no charge
Next Day Transaction .....	no charge

### Automated Teller Machine (ATM)

ATM Replacement Card .....	\$10/each (1 <sup>st</sup> one free)
Card Rush Delivery .....	Actual Vendor Fee
ATM Overdraft .....	\$29/each
ATM Out-of-network Transaction .....	\$2/each
(no charge for 1 <sup>st</sup> 4 per month) (additional charge may be assessed by out-of-network providers; varies by merchant)	

### Visa Debit Card

Debit Card Replacement .....	\$10/each (1 <sup>st</sup> one free)
Card Rush Delivery .....	Actual Vendor Fee
Debit Draft Copy .....	\$10/each
Foreign Transaction (fees assessed by Visa)	
Outside US .....	1% of transaction amount
In Foreign Currency .....	1% of transaction amount

### Shared Branching Transactions

1 <sup>st</sup> 4 per month.....	no charge
Additional transactions per month .....	\$3/each

### Transaction Fees

Incoming wires, debits and transactions with a teller .....

1<sup>st</sup> 250 per month are free (includes transactions in checking, associated savings and cash transactions, cash limit of \$7500 applies, debits are defined as ACH withdrawals, ATM withdrawals, POS withdrawals, checks cleared or cashed, transactions processed by a teller)

In excess of 250 transactions per month.. \$ .50/item  
(includes transactions in checking, associated savings and cash transactions)

Cash Deposited/Withdrawn beyond \$7500 .....

\$ .20 per \$100  
(Aggregated transactions total apply per account)

Unlimited electronic deposits including Remote Deposit, ACH, Point of Sale

\*\*Please refer to Business Online Banking Schedule of Fees for Wire Transfers initiated online

Federally Insured by NCUA

\*Fee waived for non-profits and cooperatives

### **Electronic Communications Disclosure**

Thank you for registering for electronic statements. We remind you that safeguarding your confidential information is your responsibility. To avoid compromising the privacy of your financial information and the security of your accounts, do not keep your confidential information, including login credentials, near your computer or on your phone.

Electronic statements and any member notices are an exact replica of our paper statements and notices. You will have the same opportunity to contact the Credit Union about any errors or problems as you would with paper statements. In order to view your statements online your internet browser must meet the following requirements: Microsoft's Internet Explorer 8.0 or higher; Mozilla Firefox version 7.0 or higher; Apple Safari version 4.0 or higher, all browsers must support 128-bit encryption; Acrobat Reader 8.0. We will make your statements and/or other member communications available for you to view within Online and Mobile Banking, and an e-mail notification will be sent to the email address you provided when they are available to be viewed. You will be able to view, download and print copies of your statements if you wish to do so. You will have access to 24 months of electronic statements starting with your most recent one. Any altering or false entry of any kind to these documents is prohibited and illegal, and Excite Credit Union will assume no responsibility for such action. If you choose to receive your statements electronically you will no longer receive paper statements. If at any time you wish to return to paper statements and no longer receive electronic statements, you will need to contact our office at 1-800-232-8669, Monday-Friday, between 5am and 6pm PT, press 0 and speak with a Service Center associate to reset your statement receiving method. Please note that you may be subject to a fee for receiving paper statements.

### **Truth-In-Savings Disclosure and Agreement**

**Please read this document 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 share certificate, Payable on Death ("P.O.D. Accounts"), fiduciary and Custodial/Uniform Transfers to Minor Act ("UTMA") 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.

In this Agreement, the term ("Account") means any savings, checking, or share certificate, Payable on Death ("P.O.D. Accounts"), fiduciary, and Custodial/Uniform Transfers to Minors Act ("UTMA") accounts. The terms ("we"), ("our"), ("us") and the ("Credit Union") mean Excite Credit Union. The terms ("you") and ("yours") refer to the person or persons(s) authorized to deposit, withdraw, or exercise control over the funds in the account. The terms ("Agreement") means the Truth in Savings Agreement entitled, "Truth-in-Savings Disclosure and Account Agreement."

### **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 documents.

### **General Terms and Conditions of Credit Union Accounts**

#### **Membership and Application**

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

#### **Membership Eligibility**

Membership in Excite Credit Union is open to all individuals who:

- Regularly live, worship, attend school or work in or are paid from California counties of Alameda, San Mateo, Santa Clara, Monterey, San Francisco or Santa Cruz or in North Carolina counties of Brunswick, New Hanover or Pender; or
- Are employees of or individuals receiving a pension, retirement, or annuity from affiliated companies or Select Employer Groups ("SEG") as approved by the Credit Union's Board of Directors; or
- Are immediate family members of an existing member. Immediate family member includes a spouse, domestic partner, child, sibling, parent, parent-in-law, grandparent, grandchild, stepparent, stepchild, step sibling, adopted child, foster child, brother or sister in-law, aunt, uncle, aunt or uncle in-law, niece, nephew or cousin; or
- Are any person sharing the same household of a qualified Excite Credit Union member and who helps maintain a single economic unit.

Membership in Excite Credit Union requires a deposit of one share in the membership account which must remain on deposit until membership is terminated. Par value of a credit union share is \$5.

#### **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.

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 share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (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.

#### **Restriction/Termination of Services**

The Credit Union reserves the right to suspend, restrict (including the placement of an administrative hold or freeze on account proceeds), deny or terminate account services and activity, or take such other actions as deemed necessary under the circumstances in accordance with Credit Union policy, the Bylaws, and applicable law. Circumstances that may result in such action include, but are not limited to, the following:

- (1) Failure to carry out contracts, agreements or obligations with the credit union;
- (2) Refusal to comply with the provisions of this division or of the bylaws;
- (3) Conviction of a criminal offense involving moral turpitude;
- (4) Causing a loss to the Credit Union; or
- (5) Failure to conduct your business with the Credit Union in a civil and businesslike manner. Violence, threats of violence, or harassment against Credit Union staff, volunteers or other members will not be

No restriction or termination or services will relieve you of obligations incurred prior to the restriction or termination.

We may transfer you to inactive status if you have no outstanding loans with the Credit Union and your share account falls below the minimum required balance. An inactive member has no right to vote or to receive certain member notices. When one or more of the conditions giving rise to inactive status is resolved, you may be transferred back to regular member status. Failure to cure inactive status in a timely manner may result in termination of Credit Union membership, but shall not relieve you of obligations incurred prior to the termination.

#### **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 or checking account before dividends are credited, you will not receive accrued dividends.

#### **Dividend Rates**

The dividend rate and annual percentage yield on our savings, checking and share certificate accounts are stated in the Truth in Savings Initial Account Disclosure you will receive with your new Account Disclosure and Agreement. Dividends are paid from the current income and available earnings after required transfers to reserves at the end of a dividend period.

#### **Who is Bound By This Agreement**

Each person who signs the Member Account Agreement, or uses access to the system, or authorizes anyone else to use access to the system, agrees to be bound by the terms and conditions of this agreement. If more than one person signs the application and agreement, all signers are jointly and severally liable. We can waive or delay enforcement of our rights as to one signer without affecting our ability to enforce our rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

#### **Changes in 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. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## Consent to Contact (Non-Telemarketing Only)

You give your express consent for the Credit union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further text, such as by using one of the methods designated by the Credit Union for such purpose.

## Notice

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

## 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 us.

## 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.

## National Credit Union Share Insurance Fund

We are federally insured by the National Credit Union Administration.

## Requirement to Maintain a Share Savings Account

You must open and maintain a Share Savings Account to open any subsequent accounts and to maintain your membership.

## Account Ownership

The ownership of P.O.D., fiduciary 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 us that all funds in the account 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(ies) on the Account Agreement.

## Payable on Death Accounts

A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Agreement; you may modify the pay on death beneficiaries by completing a Change of Information form. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

## 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.

## Custodial (UTMA) 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.

## 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. The Credit Union may refuse to honor checks or other items that are stale-dated, appear to have been altered or are not payable to you.

**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.

## Ability to Pledge Funds

Any or all of the joint Account Holders acting individually may pledge all or any part of the funds as security for a loan or loans with the Credit Union only. An individual must be a credit union member in his or her own right, and may be required to open a separate membership account, to apply for a loan.

## 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.

## Notification of Changes

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a Change of Information form to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## 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 collectability 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.

## 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 savings or checking account or the issuance of an ATM Card, Debit 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 Excite Credit Union, P.O. Box 18460, San Jose, CA 95158-8460 so we can investigate.

## Post-Dated Checks

The Credit Union may, in our sole discretion, honor a check that is otherwise properly payable even if presented for payment before the date shown on the check. The Credit Union will not be liable to you for any costs or damages resulting from honoring a post-dated check unless you have given us reasonable advance notice of the post-dating and filed a stop payment or similar written order, as directed by the Credit Union.

## Lost, Stolen or Destroyed Cashier's Check or Teller Checks

You may make a claim for a lost, stolen, or destroyed Credit Union issued cashier's check or teller check by notifying the Credit Union as soon as possible so as to afford the Credit Union a reasonable opportunity to act upon it before the check is paid. Your notice must describe the check with reasonable certainty and request payment of the amount of the check. The Credit Union will require you to provide identification and sign a written declaration under penalty of perjury stating the following:

1. You lost possession of the check;
2. You are the rightful owner of the check;
3. The check was not voluntarily transferred to a third party or lost through lawful seizure; and
4. You cannot reasonably obtain possession of the check because it was destroyed, its whereabouts are unknown, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

Your claim becomes enforceable at the time the claim has been made or ninety (90) days after the date the check was issued, whichever is later. The Credit Union may pay the check to a person entitled to enforce it at any point prior to that time without liability. Upon expiration of the ninety (90) day waiting period, if payment of the check has not been made to the person entitled to enforce it, the Credit Union will pay the amount of the check to you. However, if the check is later presented for payment by a holder in due course, and the Credit Union honors the check, you will be obligated to return the funds to the Credit Union.

## Examination of Statements

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

## Non-Cash Payments

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

## Fees and Charges

All accounts shall be subject to service charges in accordance with 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. The Credit Union may also apply the funds held in a joint account to cover any amount owing to the Credit Union by any individual Account Holder(s). 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 except as to Individual Retirement Accounts (IRA) and as otherwise prohibited by law.

## 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).

## CUService Centers® Shared Branching

You may conduct transactions on your Excite Credit Union account(s) at CU Service Center (CUSC) locations. All transactions conducted at a CUSC location are subject to CUSC's operating procedures, policies, and fees. Funds deposited at CUSC locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at an Excite Credit Union proprietary branch. Check holds cannot be removed by a CUSC. Transactions are subject to our account terms and disclosures, and are subject to host credit union verification. Certain transactions at CUSC may be subject to our fee(s) as stated on the current Fee Schedule.

## Savings Account Agreement

Excite Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. You must maintain the minimum balance requirements for your savings account as stated in the Truth in Savings Initial Account Disclosure.

For further detailed account information and current rates, refer to the separate Truth in Savings Act ("TIS") Initial Account Disclosure and refer to the separate Fee Schedule for fees applicable to savings accounts.

## **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.

## **Checking Account Agreement**

We offer Personal Checking Accounts and Business Checking Accounts. Fees may apply to checking accounts. All checking accounts offer unlimited check-writing and debit transactions, an ATM card, a VISA Debit Card, Tell-A-Phone audio response, Online Banking, on line Bill-Payer, Direct Deposit and unlimited use of Credit Union-owned ATM machines. Your use of non-Credit Union ATMs may be subject to fees. Refer to the Fee Schedule for fees associated with ATM Cards and VISA Debit Cards. Canceled checks are not returned to you, but check images are available on-line. "Direct Deposit" refers to the transfer of funds from your paycheck or other regular income such as social security or government benefits by the payor directly into your Credit Union account.

For further detailed account information and current rates, refer to the separate Truth in Savings Act ("TIS") Initial Account Disclosure and refer to the separate Fee Schedule for fees applicable to checking accounts.

## **Withdrawals, Approved Methods**

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

## **Demand Drafts**

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a 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 checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeiture 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.

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient funds fees. Your "actual balance" does not include any transactions that have not posted to your account. Your "available balance" is the amount you have in your account at a particular time that his available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is a result of pending activity that has not yet posted to the account (example, any "pending" deposits, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone, or accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of the authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you to discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Your Ability to Withdraw Funds." If you have additional questions about your available or actual balance, please see a branch representative or call 800.232.8669.

## **Stale-Dated Checks**

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

## **Stop Payments**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months. 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 checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

## **Liability of Credit Union**

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

## **For Checking Accounts with Savings Overdraft Protection**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated 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 to credit such charge to this Checking Account.

## **For Checking Accounts with Loan Overdraft Protection**

If any Account Holder(s) writes a check 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 check and any associated fees.

## **Share Certificate Account Agreement**

Excite Credit Union's share certificate accounts let you deposit your money for a specified period of time.

For more detailed information, please refer to the separate Share Certificate Account Agreement and Disclosure which accompanies this disclosure.

## **Pledging of Funds**

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

## Your Ability to Withdraw Funds

Our policy is to make funds from your cash, electronic direct deposits, and check deposits available to you on the same business day we receive your deposit, although in some cases, longer delays may apply (see Longer Delays May Apply below). Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

## Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. (Eastern Standard Time if your deposit is made in North Carolina; Pacific Standard Time if your deposit is made in California) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. (Eastern Standard Time if your deposit is made in North Carolina; Pacific Standard Time if your deposit is made in California) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 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 computer or communications 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 fifth (5th) business day after the day of your deposit.

## Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 \$5,525 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 \$5,525 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 ninth (9th) business day after the day of your deposit. If we choose to accept a check as your agent for collection rather than to deposit it, these delay limits don't apply. The money will be posted to your account when we receive it.

## Deposits at Automated Teller Machines

The first \$225 of funds from deposits you make at automated teller machines (ATMs) will be available on the same day of your deposit.

If you make a deposit (cash or checks) at automated teller machines (ATMs) we own or operate before 3:00 p.m. on a business day that we are open, the funds will be available the next business day. If you make a deposit after 3:00 p.m. or on a day we are not open, the funds will be available on the second (2nd) business day after the day of your deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## Special Notice Regarding Endorsement Standards

Federal law 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 deposits as well as to promote speedier returns of dishonored checks. Only the 1-inch space from the "trailing edge" (the left edge 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 their 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 we 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.

The Credit Union does not accept "Paid in Full" endorsements.

## Unclaimed Property-Important Notice About Your Account(s)

**For California Residents** - In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a savings, checking, share certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

**For North Carolina Residents** - In accordance with North Carolina's Unclaimed Property Law, N.C. Gen. Stat., Chapter 116B, any funds held by the Credit Union (including, without limitation, funds in a savings, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the North Carolina Escheat Fund if no activity occurs in the account within the time period specified by state law.

**For Residents outside of California and North Carolina** - If that state has no unclaimed property law, California law will be followed.

**Phone** 800.232.8669 / **Address** PO Box 18460, San Jose, CA 95158-8460 / **E-mail** [service@excitecu.org](mailto:service@excitecu.org)

## FUNDS AVAILABILITY POLICY

The first \$225 of the aggregate of any deposits via "other" checks will be available on the first business day after the day of deposit.

"Other" checks are checks other than those issued by the federal, state, or local government and payable to the member, or checks drawn on the credit union. All checks are centrally processed by the Federal Reserve. There is no longer a distinction between local and nonlocal checks, which are now grouped under "other" checks.

The Federal Reserve has restructured the check-processing operations within the Federal Reserve System. There will only be a single check processing region, which will result in checks no longer being considered non-local for purposes of Regulation CC. A single check-processing region will subject some checks to faster funds availability schedules.

Our policy is to provide you with prompt access to your funds. We will notify you in writing if we will place a hold on any part of your deposits. Remember that if an item you deposit is returned unpaid, you are responsible for that item.

## General Rules

The length of a delay, if there is one, is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. Although our offices may be open on a Saturday, or our Tell-a-Phone or ATM services may be available on weekends and holidays, those days are not business days under our funds availability policy. If you make a deposit (other than



an ATM deposit) before 5:00 pm. (Eastern time if your deposit is made in North Carolina, Pacific time if your deposit is made in California) on a business day that we are open, we will consider that day to be the day of your deposit. If you make your deposit at an FSCC branch on a business day before the branch closes, we consider that to be the day of your deposit. Some branches have earlier closing times but no earlier than 2:00 pm. We will post the closing time at each branch. However, if you make a deposit after the close of the business day, on a Saturday, or on a day we are not open, we will consider that deposit to have been made on the next business day we are open.

A deposit to a Credit Union ATM after 3:00 pm. on a business day that we are open will be accepted on the next business day. Some ATMs may have an earlier cut-off hour, but no earlier than noon local time. The time will be posted at the ATM. For example, a deposit made to an ATM on Monday afternoon at 3:30 pm. will be considered to have been made on Tuesday and initial funds (beyond the first \$225) will be available on Wednesday. A deposit to an ATM after 3:00 pm. on Friday will be considered to have been deposited on Monday and initial funds (beyond the first \$225) will be available on Tuesday. If we impose a delay, the length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability:**

1) Electronic direct deposits. 2) Cash.

The following items will also be available the same day if payable to you and deposited into your account:

1) U.S. Treasury checks. 2) Wire transfers. 3) Checks drawn on Excite Credit Union. 4) California and North Carolina state, county, city or public agency checks.

The following items will also be available the same day if payable to you and deposited into your account in person to one of our employees. However, if the following items are not deposited in person to one of our employees (for example, if you mail the deposit or deposit it at an ATM), it will be available the first business day after the day we receive it.

1) Other state, county, city or public agency checks. 2) Cashier's, certified and teller's checks. 3) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders

**Other Check Deposits**

- Due to central processing by the Federal Reserve, all checks on U.S. institutions are considered "local" checks. (See special rules below for deposits at other credit unions in our shared branch network.).

If we impose a delay, we make funds from local checks available as follows:

The first \$225 will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check drawn on another financial institution for you, we may hold an equal amount of funds that are already in your account. Those funds will be available when funds from the check we cashed would have been available

**Special Rule for Deposits (of all kinds) at Shared Branches**

This applies to deposits you make at other credit unions in our shared branch network.

If you make your deposit in person to a teller or in an in-branch deposit drop box prior to the posted cutoff time at a shared branch, the first \$225 of any deposit and all funds from any cash deposit will be available immediately. The next \$5,300 of funds from a U.S. Treasury check will be available the next business day. The next \$5,300 from the following items will be available the second business day: (a) checks drawn on state and local governments; (b) cashier's, tellers and certified checks; (c) U.S. Postal Money Orders; (d) Federal Home Loan Bank and Federal Reserve Checks; (e) traveler's checks, and (f) local checks. If you deposit more than \$5,525 at a shared branch and we will be placing a longer hold on the portion of the deposit that exceeds \$5,525, we will notify you in writing.

**Mobile Deposits**

This applies to deposits using your mobile device with the Check Deposit feature on our mobile application.

The first \$225 of the funds will be available immediately. If you make the deposit on a business day prior to the 3:00 pm cutoff time, the next \$5,300 will be available on the second business day. If you make the deposit on a business day after the 3:00 pm cutoff time, the next \$5,300 will be available as if you had made the deposit on the following business day. Deposits made on nonbusiness days will be considered to have been made on the next business day following the day of your deposit. For deposits over \$5,525 we may place a longer hold on the portion that exceeds \$5,525. We will notify you in writing if a longer hold is placed.

**ATM Deposits**

The first \$225 of funds from deposits you make at a Credit Union ATM or at any CO-OP ATM in which we participate will be available immediately. If the deposit was made at a CO-OP ATM, the remaining funds may not be available until the fifth business day after the day of your deposit. If you make a deposit at our Credit Union ATM (all ATMs we own or operate are identified as our machines) before 3:00 pm. on a business day, the remaining funds will be available on the following business day. If you make a deposit at a Credit Union ATM after 3:00 pm. on a business day, or on a weekend or holiday, the remaining funds will be available as if you had made the deposit on the following business day.

**Longer Delays May Apply**

We may choose to delay availability for a longer time. If we do, we will notify you in writing and tell you when funds will be available. If we decide to take this action after you have left our branch, or if you do not make your deposit in person to one of our employees, we will mail the notice to you by the day after we receive your deposit. If you need your funds right away, ask us when the deposit will be available. We can delay availability for any reasonable amount of time, generally not more than seven business days, if:

1) We reasonably believe a check you deposit will not be paid. 2) You deposited more than \$5,525 worth of checks in one day. 3) You have overdrawn your account repeatedly in the last six months 4) You redeposit a check that has been returned unpaid 5) There is an emergency, such as failure of communications or computer equipment.

**Special Rules for New Accounts**

If you are a new Member, the following special rules apply during the first 30 days your account is open.

The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.

Funds from wire transfers will be available on the first business day after we receive the transfer.

Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, tellers, travelers and 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 \$5,525 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525 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 ninth business day after the day of your deposit. If we choose to accept a check as your agent for collection rather than to deposit it, these delay limits do not apply. The money will be posted to your account when we receive it.

**CONSUMER PRIVACY POLICY**

For California residents, this Privacy Policy is adopted in accordance with the California Consumer Privacy Act of 2018 ("CCPA") and the California Online Privacy Protection Act ("CalOPPA"), and any terms defined in the CCPA and CalOPPA have the same meaning when used in this Privacy Policy.

This Privacy Policy includes references and links to our other privacy policies which serve different purposes under various laws and regulations that apply to us.

## I. CATEGORIES OF INFORMATION WE COLLECT

In the preceding 12-months, we have collected the following categories of personal information (please note that some categories overlap):

Category	Examples
A. Identifiers	A real name or alias; postal address; signature; home phone number or mobile phone number; bank account number, credit card number, debit card number, or other financial information; physical characteristics or description; email address; account name; Social Security number; driver's license number or state identification card number; passport number; or other similar identifiers.
B. Protected classification characteristics under state or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
C. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies
D. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.
E. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
F. Geolocation data	Physical location or movements. For example, city, state, country, and ZIP code associated with your IP address or derived through Wi-Fi triangulation; and, with your permission in accordance with your mobile device settings, and precise geolocation information from GPS-based functionality on your mobile devices.
G. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.
H. Professional or employment-related information.	Current or past job history, performance evaluations, disciplinary records, workplace injury records, disability accommodations, and complaint records
I. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Educational records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records
J. Inferences drawn from other personal information.	Profile reflecting a person's preference, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes

## II. CATEGORIES OF SOURCES OF INFORMATION WE COLLECT

We obtain the categories of personal information listed above from one or more of the following categories of sources:

### a. From You or Your Authorized Agent

We may collect information directly from you or your authorized agent. For example, when you provide us your name and Social Security number to open an account and become a member. We also collect information indirectly from you or your authorized agent. For example, through information we collect from our members in the course of providing services to them.

### b. From Our Website and Applications That You Access on Your Mobile Device

We collect certain information from your activity on our website [excitecu.org](http://excitecu.org) and your use of applications on your mobile device. We may collect your IP address, device and advertising identifiers, browser type, operating system, Internet service provider ("ISP"), pages that you visit before and after visiting our website, the date and time of your visit, information about the links you click and pages you view on our website, and other standard server log information. We may also collect your mobile device's GPS signal, or other information about nearby Wi-Fi access points and cell towers.

#### i. The Role of Cookies and Other Online Tracking Technologies

We, or our service providers, and other companies we work with may deploy and use cookies, web beacons, local shared objects and other tracking technologies for various purposes, such as fraud prevention and to promote our products and services to you. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online services.

"Cookies" are small amounts of data a website can send to a visitor's web browser. They are often stored on the device you are using to help track your areas of interest. Cookies may also enable us or our service providers and other companies we work with to relate your use of our online services over time to customize your experience. Most web browsers allow you to adjust your browser settings to decline or delete cookies, but doing so may degrade your experience with our online services.

Clear GIFs, pixel tags or web beacons—which are typically one-pixel, transparent images located on a webpage or in an email or other message—or similar technologies may be used on our sites and in some of our digital communications (such as email or other marketing messages). They may also be used when you are served advertisements, or you otherwise interact with advertisements outside of our online services. These are principally used to help recognize users, assess traffic patterns and measure site or campaign engagement.

Local Shared Objects, sometimes referred to as “flash cookies” may be stored on your hard drive using a media player or other software installed on your device. Local Shared Objects are similar to cookies in terms of their operation but may not be managed in your browser in the same way. For more information on managing Local Shared Objects with Adobe visit Adobe’s website at <https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>.

“First party” cookies are stored by the domain (website) you are visiting directly. They allow the website’s owner to collect analytics data, remember language settings, and perform useful functions that help provide a good experience. “Third-party” cookies are created by domains other than the one you are visiting directly, hence the name third-party. They may be used for cross-site tracking, retargeting and ad-serving. We also believe that cookies fall into the following general categories:

- **Essential Cookies:** These cookies are technically necessary to provide website functionality. They are a website’s basic form of memory, used to store the preferences selected by a user on a given site. As the name implies, they are essential to a website’s functionality and cannot be disabled by users. For example, an essential cookie may be used to prevent users from having to log in each time they visit a new page in the same session.
- **Performance and Function Cookies:** These cookies are used to enhance the performance and functionality of a website, but are not essential to its use. However, without these cookies, certain functions (like videos) may become unavailable.
- **Analytics and Customization Cookies:** Analytics and customization cookies track user activity, so that website owners can better understand how their site is being accessed and used.
- **Advertising Cookies:** Advertising cookies are used to customize a user’s ad experience on a website. Using the data collected from these cookies, websites can prevent the same ad from appearing again and again, remember user ad preferences, and tailor which ads appear based on a user’s online activities.

#### ii. Online Advertising & Online Behavioral Advertising

You will see advertisements when you use many of our online services. These advertisements may be for our own products or services (including pre-screened offers of credit) or for products and services offered by third parties. Which advertisements you see is often determined using the information we or our affiliates, service providers and other companies that we work with have about you, including information about your relationships with us (e.g., types of accounts held, transactional information, location of banking activity). To that end, where permitted by applicable law, we may share with others the information we collect from and about you.

Online behavioral advertising (also known as “OBA” or “interest-based advertising”) refers to the practice of collecting information from a computer or device regarding a visitor’s web-browsing activities across non-affiliated websites over time in order to deliver advertisements that may be of interest to that visitor based on their browsing history.

Through OBA, we hope to deliver advertisements that are most likely to be of interest to you using information about your other web-browsing activities (e.g., the web pages you visit, search terms you enter, and the way you move through our online services on your computer or device) or your personal profile (e.g., demographic or location information). Certain companies we work with may set cookies and use related tracking technologies, such as the clear GIFs discussed above, throughout our online services or in our communications to support these OBA efforts.

Another way to limit OBA is through your browser settings. Many modern browsers permit you to limit third-party tracking and behavioral advertising cookies. Bear in mind that because cookies are stored by your browser, if you use different browsers on your computer, or multiple computers and devices that have browsers and you do not wish to have cookies collect information for OBA purposes, you will need to opt out of OBA from each browser on each of the computers and devices that you use. Please note that even if you opt out of OBA, you may still receive advertisements from us; they just won’t be customized based on your web-browsing activities on third-party websites.

#### IP Address

Your IP address is a number that is automatically assigned to the device that you are using by your Internet service provider (ISP). An IP address is identified and logged automatically in our server log files whenever a user visits the site, along with the time of the visit and the page(s) that were visited. Collecting IP addresses is standard practice on the Internet and is done automatically by many web sites. We use IP addresses for several purposes, such as calculating site usage levels, helping diagnose server problems, personalizing/tailoring your experience while engaging with us online and offline, for compliance and security purposes, for advertising, and for administering the site.

#### AdWords Remarketing

Excite Credit Union’s website uses Google AdWords

Excite Credit Union’s website uses the Google AdWords remarketing service to advertise on third-party websites (including Google) to previous visitors to our site. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone’s past visits to Excite Credit Union’s website. Google AdWords is not used during access to ECU Online or during mobile application activity. Please be assured any data collected will be used in accordance with our own privacy policy and [Google’s Privacy Policy](#).

You can set preferences for how Google advertises to you using the [Google Preferences Page](#), and if you want to, you can [opt out of interest-based advertising entirely by cookie settings](#) or [permanently using a browser plugin](#). You can also use the Google Analytics Opt-Out Browser Add-On to provide you the ability to prevent your data from being used by Google Analytics by going to <https://tools.google.com/dlpage/qaoptout>. Alternatively, you can opt out of a third-party vendor’s use of cookies by visiting the [Network Advertising initiative opt-out page](#).

#### C. Third-party service providers in connection with our services or our business purposes

We collect information from third-party service providers that interact with us in connection with the services we perform or for our operational purposes. For example, a credit report we obtain from a credit bureau to evaluate a loan application. Another example is a third-party service provider that provides us information to help us detect security incidents and fraudulent activity.

#### d. Information we collect from third-parties for a commercial purpose

We collect information from third-parties for our commercial purposes. We partner with a limited number of third-party analytics and advertising firms. These third parties may use cookies or code processed by your browser to collect public information about your visits to our and other websites in order to provide customized experiences, advertisements or services. These parties may also collect information directly from you by contacting you telephonically, via email or through other communication channels. We do not disclose any information about you to such third-parties except as permitted by applicable laws and regulations, and we require such third-parties to follow applicable laws and regulations when they collect information from you to transfer such information to us.

### III. HOW WE USE YOUR PERSONAL INFORMATION

We may use or disclose personal information we collect for one or more of the following operational or other notified purpose (“business purpose”):

- To fulfill or meet the reason for which the information is provided. For example, you apply for a loan, and we use the information in your loan application to give you the loan.
- To provide you with information, products or services that you request from us.
- To evaluate your candidacy for employment or for an independent contractor engagement, and to administer employment-related benefits for you, your spouse or domestic partner, and your dependents.
- To provide you with email alerts, event registrations or other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- For testing, research, analysis to improve our products and services and for developing new ones.
- To protect the rights, property or safety of us, our employees, our members or others.
- To detect security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, in which personal information held by us is among the assets transferred.

We also use your personal information to advance our commercial or economic interests ("commercial purpose"), such as advertising our membership, products and services, or enabling or effecting, directly or indirectly, a commercial transaction.

#### IV. SHARING PERSONAL INFORMATION

We disclose your personal information for a business or commercial purpose to the following categories of third-parties:

1. Our third-party service providers;
2. Our affiliated websites and businesses in an effort to bring you improved service across our family of products and services, when permissible under relevant laws and regulations;
3. Other companies to bring you co-branded services, products or programs;
4. Third parties that help us advertise, products, services or membership with us to you;
5. Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you;
6. Third parties or affiliates in connection with a corporate transaction, such as a sale, consolidation or merger of our financial institution or affiliated business; and
7. Other third parties to comply with legal requirements such as the demands of applicable subpoenas and court orders; to verify or enforce our terms of use, our other rights, or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect the rights, property or security of our customers or third parties.

In the preceding 12-months, we have disclosed the following categories of personal information for a business purpose and, for each category, the following categories of third-parties with whom such personal information was shared:

Category of Personal Information (Represented in alphabetical form from the categories listed in Section I)	Category of Third-Parties (Represented in numerical form from the categories of thirdparties identified in this Section IV)
A	1, 2, 3
B	1, 2, 4, 5, 6
C	1, 2
H	5, 6

#### V. SELLING PERSONAL INFORMATION

We do not sell your personal information for monetary consideration. However, there may be instances where we disclose or share your information with a third party for other valuable consideration. When we refer to "sell," "selling," "sale" or "sold" in this Privacy Policy, we are referring to disclosure or sharing of personal information for valuable consideration other than money.

In the preceding 12-months, we have not sold any personal information and, going forward, we will not sell your information. If this changes, we will notify you in accordance with applicable law.]

#### VI. RIGHTS AND CHOICES FOR CALIFORNIA RESIDENTS

If you are a California resident, this section describes your rights and choices regarding how we collect, share, use, and protect your personal information, how to exercise those rights, and limits and exceptions to your rights and choices under the CCPA.

##### a. Exceptions

In the following instances, the rights and choices in this Section VI do not apply to you:

- If you are not a California resident.
- If we collected personal information covered by certain financial sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994. How we collect, share, use and protect your personal information covered under the GLBA or FIPA is covered under our federal [GLBA privacy policy](#) and our California notice, Important Privacy Choices for Consumers (see section b below).
- Aggregated consumer information
- Deidentified personal information

##### b. Publicly available information. California Notice, Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

##### Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services

##### Your Choices

Restrict Information Sharing with Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies. ( ) No, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

( ) No, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

##### Time Sensitive Reply

You may make your privacy choices at any time. Your choices will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

To exercise your choices do one of the following:

1. Fill, sign, and send back your election above in a written request. If requested, we will provide a postage paid envelop.
2. Call us at 800-232-8669
3. Email us at [privacypolicy@excitecu.org](mailto:privacypolicy@excitecu.org)

##### c. Access to Specific Information and Data Portability Rights

If the above exceptions do not apply, and you have not made this request more than twice in a 12-month period, you have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months from the date we receive your request. Once we receive and confirm your request and verify that the request is coming from you or someone authorized to make the request on your behalf, we will disclose to you or your representative:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties to whom we sold or disclosed the category of personal information for a business or commercial purpose.
- The business or commercial purpose for which we sold or disclosed the category of personal information.
- The specific pieces of personal information we collected about you in a form that you can take with you (also called a "data portability request").

#### d. Deletion Request Rights

You have the right to request that we delete any of your personal information that we collect from you and retained, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
3. Debug to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
5. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the businesses' deletion of the information is likely to render impossible or seriously impair the achievement of such research, if you previously provided informed consent.
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
7. Comply with a legal obligation.
8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### e. Right of Correction

You have the right to request changes to any of your personally identifiable information that we have collected through our website and online services.

#### f. Exercising Access, Data Portability, Deletion and Correction Rights

To exercise the access, data portability, deletion and correction rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 1-888-914-9661
- Visiting [www.excitecu.org/privacy](http://www.excitecu.org/privacy)
- Visiting one of our branch locations

You must provide the type of request, full name, contact information, details regarding the request, and a valid form of identification.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

When we receive a verifiable request from your "authorized agent," which is any person or legal entity registered with the California Secretary of State that you have authorized to act on your behalf, we will require:

1. Submission of a written document signed by you with your permission for the authorized agent to submit a verifiable request on your behalf and require the authorized agent to verify its own identity to us; or
2. Require your authorized agent to furnish a copy of a power of attorney pursuant to California Probate Code sections 4000 to 4465 and require the authorized agent to verify its own identity to us.

We will deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf and cannot verify their own identity to us.

#### g. Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will confirm receipt of request by email. A notice will be delivered electronically to the email address you provide within the timeframe required by law. The process for accountholders and non-accountholders does not differ.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request.

#### h. Right of Non-Discrimination

We will not discriminate against you for exercising any of your rights in this Privacy Policy and under applicable laws. Unless permitted by law, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price for goods or services or a different level or quality of goods or services.

## VII. DO NOT TRACK ("DNT") SIGNALS

Currently, the standards regarding DNT signals and appropriate responses are not defined. As a result, we do not respond to DNT signals.

## VIII. CHANGES TO OUR PRIVACY POLICY

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we will notify you by email or through a notice on our website homepage.

## **IX.** CHILDREN'S ONLINE INFORMATION PRIVACY

Our website is not intended for children under the age of 13. We do not knowingly collect, maintain, or use personally identifiable information from our website about children under the age of 13 without parental consent. For more information about the Children's Online Privacy Protection Act (COPPA), visit the Federal Trade Commission website: [www.ftc.gov](http://www.ftc.gov).

## **X.** LINKING TO THIRD-PARTY WEBSITES

We may provide links to websites that are owned or operated by other companies ("third-party websites"). When you use a link online to visit a third-party website, you will be subject to that website's privacy and security practices, which may differ from ours. You should familiarize yourself with the privacy policy, terms of use and security practices of the linked third-party website before providing any information on that website. We are not responsible for the third-party website's use, collection, sale or sharing of your personal information.

## **XI.** SECURITY

We use reasonable physical, electronic, and procedural safeguards that comply with federal standards to protect and limit access to personal information. This includes device safeguards and secured files and buildings.

Please note that information you send to us electronically may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information (such as your Social Security number) to us.

## **XII.** CONTACT INFORMATION

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights, or to request changes to any of your personally identifiable information that we have collected, please do not hesitate to contact us at:

Phone: 1-888-914-9661

Mail:

Excite Credit Union

Website: [www.excitecu.org/privacy](http://www.excitecu.org/privacy) [privacypolicy@excitecu.org](mailto:privacypolicy@excitecu.org)

Attn: Compliance Department

Email:

PO Box 18460

San Jose, CA 95158-8460

### **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 interest on the amount of your refund if your account is an interest-bearing 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 interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest 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 800.232.8669.

You must contact us within 40 calendar days of the date that 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 or the following information to help us identify the substitute check: the check number, the amount of the check and the person to whom the check was written.

### **Cell Phone Contact Acknowledgment and Agreement**

In this Acknowledgment and Agreement, the words "I", "me", and "my" mean each and every person associated with Excite Credit Union as a joint, guarantor, co-signer, authorized signer or beneficiary of current or new accounts.

I hereby agree that in the event I have provided my cell phone number to Excite Credit Union that I acknowledge and authorize contact on this number. I understand that I will be responsible for any associated charges with this contact.

I authorize Excite Credit Union to contact me on my cell phone as necessary regarding any and all account, loan, dispute, fraud, or other accounts associated with Excite Credit Union.

I understand that Excite will maintain privacy of my information as disclosed to me in the Excite Credit Union Privacy Notice. My authorization extends to any third party that Excite Credit Union connects with as outlined in the Privacy Notice.

### **ELECTRONIC FUNDS 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 Excite Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Excite Credit Union is given below, followed by specific disclosure information for each service. Excite Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. 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 Excite 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") ("Credit Union") and ("our(s)") refer to Excite Credit Union.

## PERSONAL IDENTIFICATION NUMBER

A Personal Identification Number (PIN) must be used with the ATM Card or VISA Debit Card for transactions that require the use of a PIN. This number is secure and should be memorized. DO NOT write it on your ATM Card or VISA Debit Card or disclose it where it can be readily accessible. If you forget, misplace, or otherwise disclose your PIN, contact the Credit Union for instructions on how to obtain a new PIN. A PIN may be obtained as follows:

- For Instant Issued cards, a PIN may be selected by you in-person or issued by the Credit Union through the Service Center by telephone.
- If you reside outside the U.S., the Credit Union will generally issue you a PIN. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner.
- If you reside within the U.S., you will generally be allowed to select your own PIN at the time of Card Activation.

## RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, 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 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. 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 two (2) business days, you can lose no more than \$50 if someone used your ATM 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 Card or PIN, and we can prove that we could have stopped someone from using your ATM 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 to you, you may not get back any money you lost after the sixty (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 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 DEBIT CARDS

Tell us AT ONCE if you believe your VISA 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 sixty (60) days of our sending your statement, you can lose no more than \$50 if someone used your VISA Debit Card without your permission. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the close of the sixty (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 sixty (60) day period, we will extend the sixty (60) day period by a reasonable period.

## SPECIAL NOTICE TO VISA DEBIT CARDHOLDERS

If there is an unauthorized use of your VISA Debit Card or a Plus network or 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 VISA Corporate Card or VISA Purchasing Card Transactions, ATM cash disbursements processed on non-VISA or non-Plus networks, or non-VISA PIN-less debit transactions. 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 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 sixty (60) days after your statement was mailed to you.

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

If you believe your ATM Card, VISA 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) 232-8669 or write to us at P.O. Box 18460, San Jose, CA 95158-8460. 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, excluding holidays.

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM Card or VISA 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 Card, VISA 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) 232-8669 or write us at P.O. Box 18460, San Jose, CA 95158-8460 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
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 ten (10) business days.

We will tell you the results of our investigation within ten (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 forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or question in writing and we do not receive it within ten (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 (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\* If you assert an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

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

## CHARGES

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

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

- d) if you give us your prior written permission.

#### ADDRESS CHANGE

Keep the Credit Union informed of your current address in writing with your signature or through Online Banking to ensure correct mailing 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 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 Card, VISA Debit Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM Card, VISA 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 Card, VISA Debit Card, PIN or account; or
- c) you or any authorized user of your ATM Card, VISA Debit Card, PIN or account request that we do so.

#### ATTORNEYS' 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.

#### 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 savings or checking account or the issuance of an ATM Card, VISA Debit 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 sixty (60) days from the same person or company, you can call us at (800) 232-8669 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 preauthorized deposits, you will get at least a quarterly statement from us.

##### CHOICE OF LAW

We may accept, on your behalf, payments to your account that have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

##### DISCLOSURE OF RIGHT TO STOP PAYMENT

- 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 by contacting the Credit Union at (800)232-8669 or write to us at P.O. Box 18460, San Jose, CA 95158-8460, in time for us to receive your request three (3) 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 fourteen (14) days after you call.

- 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

You may use the 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 checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your 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 ATM and POS Services*

##### RULES FOR USE

By using your ATM Card, VISA Debit Card or with your personal identification number (PIN) at automated teller machines ("ATM's") or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All ATM Card or VISA Debit 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 Excite 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 fund transfer or withdrawal. A fee will not be imposed for use of an ATM Card or VISA Debit Card issued by Excite Credit Union for use of an electronic terminal operated by Excite Credit Union. Refer to Excite Credit Union Schedule of Fees for fees associated with ATM Cards or VISA Debit Cards.

##### TRANSACTIONS AVAILABLE

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



- Make deposits to your savings or checking account;
- Withdraw cash from your savings or checking account;
- Transfer funds between your savings and checking account;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

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

#### LIMITATIONS ON TRANSACTIONS

You may make ATM cash withdrawals up to \$512 and POS transactions up to \$750 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.

#### ACCESS CARDS

All ATM Cards and VISA Debit Cards are non transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM Card or VISA Debit 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.

#### RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the ATM Card or that you authorize another person to make with the Card. You understand that if you disclose your ATM 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.

#### 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 or VISA Debit 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 or VISA Debit 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 VISA Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

#### ***Additional Disclosures Applicable to Tell-A-Phone Audio Response*** **TRANSACTIONS AVAILABLE**

You may use your Tell-A-Phone Audio Response Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your savings and checking accounts;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your savings or checking account; and • Make loan payments.

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

#### TRANSACTION LIMITATIONS

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds these transfer limits, the excess transfer requests will be denied and a fee stated on the Fee Schedule will be imposed on any items returned as a result of denied transfer requests. Transfers initiated by telephone must be counted among the six (6) 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.

#### ***Additional Disclosures Applicable to VISA Debit Card Services***

##### ISSUANCE OF CARD

("Card") means the Excite Credit Union VISA 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 Debit Card.

**Debit Card Eligibility** - You may obtain a Card so long as you are a member in good standing, have an active checking account with the Credit Union and do not have a record reported to a consumer reporting agency.

#### 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 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.

#### LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

For VISA Debit Cards, you may make signature, telephone and online transactions up to \$5,000 each 24-hour period as long as your available balance will cover the transaction. You may make ATM cash withdrawals up to \$512 and POS transactions up to \$750 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.

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 savings or checking account at ATMs, merchants, or financial institutions that accept VISA Debit Cards;
- Transfer funds between your savings or checking account you have with the Credit Union; and
- Make deposits to your savings or checking account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept VISA Debit Cards (these are point of sale or POS transactions);
- Order goods or services by mail or telephone from places that accept VISA Debit Cards;
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way; and
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP or any other Debit Card network.

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 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 Debit Card transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for three (3) days or until the day the transaction is charged to your account.

All 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 DEBIT CARD**

You agree that your VISA 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**

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 the percentage point fee as stated on the Fee Schedule charged by the Issuer.

#### ***Additional Disclosures Applicable to Online Banking Services*** **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 user name and password.

#### **TRANSACTIONS AVAILABLE**

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

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your checking, savings account and Line of Credit;
- Download transaction information to personal financial management software from checking and savings account;
- Make loan payments; and
- Pay bills through Bill Payer from your checking account;
- Make External Funds Transfers to and from other financial institutions you are an account owner on;
- Transfer funds to other recipients through the Zelle service;
- Open an account;
- Apply for a loan; and
- Check the status of a loan application or upload loan documentation.

#### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Online Banking service:

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds these transfer limits, the excess transfer requests will be denied and a fee stated on the Fee Schedule will be imposed on any items returned as a result of denied transfer requests. Transfers initiated by telephone must be counted among the six (6) 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.

#### ***Additional Disclosures Applicable to Mobile Banking Services*** **SERVICES**

The Mobile Banking service allows you to access your account information through your mobile device. You may access the Mobile Banking service by mobile Web browser and/or Mobile Banking application. The Mobile Banking service also allows you to request and receive account information and notification via text message.

#### **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must have a mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and an Online/Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit [www.excitecu.org](http://www.excitecu.org) on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the Excite Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.
- To use the Text Banking option, text key words to receive balance alerts and notifications. Contact the Credit Union to enroll in the Text Banking function.

## TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date;
- Obtain clearance of specific checks;
- Transfer funds between your checking account and savings account;
- Transfer funds to other recipients through the Zelle service;
- Make loan payments;
- Pay bills through Bill Pay from checking;
- Open an account;
- Apply for a loan; and
- Check the status of a loan application or upload loan documentation.

## LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Banking service:

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds these transfer limits, the excess transfer requests will be denied and a fee stated on the Fee Schedule will be imposed on any items returned as a result of denied transfer requests. Transfers initiated by telephone must be counted among the six (6) 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.

## *Additional Disclosures Applicable to Bill Payer Services* SYSTEM REQUIREMENTS

To use Bill Payer, you must have a computer, modem, Internet Service, browser, your Access ID and PassCode.

## CANCELLING BILL PAYMENTS

You may edit or cancel at any time a scheduled one time or recurring payment prior to the payment withdrawal date. You cannot edit or cancel a payment that has already been processed.

## RIGHT TO STOP PAYMENT FOR BILL PAY

You can stop payment on bill payments issued in check form if the check has not been processed by the biller by contacting the Credit Union at (800) 232-8669 or write to us P.O. Box 18460, San Jose, CA 95158-8460. The Stop Payment must be received in time for us to receive your request three (3) 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 fourteen (14) days after you call.

Electronic payments cannot be stopped if the payment has already been processed. You may need to contact the biller to retrieve payments after the scheduled processing date.

## NOTICE OF VARYING AMOUNTS

If these regular payments vary in amount, the biller you are going to pay will send you a notice 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

You may use the Bill Payer service to perform the following transactions: • Add/Edit Biller: Biller refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Biller feature allows you to add billers to, delete billers from or edit billers information on your personal list of billers.

- Make non-recurring payments from checking: This feature allows you to schedule one-time payments to billers. You can specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to billers.
- View Bill History: Bill History permits you to see payments made over a specified time period.

## LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Bill Payer service:

- The maximum payment amount is \$100,000;
- Bill payments can only be made from your checking or High Yield Money Market account;
- Payments cannot be made for tax payments or court-ordered payments;
- Payments cannot be made to payees outside of the United States;
- If you close the designated bill payment checking account, all scheduled payments may still be paid and you will be responsible for any outstanding amounts due for items paid as instructed; You cannot stop a payment if the payment has already been processed or is in process status;
- You can schedule payments 24 hours a day, seven days a week, however, only payment dates within the payment calendar can be selected; and
- The bill being paid must be in the member's name.
- 

## 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.

## MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

**Wire Funds Transfers**  
**APPLICABLE LAW**

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.

**FUNDS TRANSFER CUT-OFF TIME**

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 at 1:30 p.m. 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.

**SERVICE CHARGES/FEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you 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. Please refer to our Schedule of Fees for current fees.

**SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

**USE OF FEDWIRES**

Fedwire ("Fedwire") is the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders. Fedwire does not include the system for automated clearing house transfers. If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

**IDENTIFICATION OF BENEFICIARY**

If you give 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 you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

**IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give 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 bank than the named bank. This means that you 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 you provided.

**PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you 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. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you 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 your account and you would be liable to repay the Credit Union.

**NOTICE OF RECEIPT OF ACH FUNDS**

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 you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

**RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

**PAYMENT OF DIVIDENDS**

If the Credit Union becomes obligated under Article 4A to pay dividends to you, you agree that the rate of dividends 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.

**COURTESY COVERAGE POLICY**

A Discretionary Overdraft Service (Available only to Sole Proprietorships)

It is the policy of Excite Credit Union ("the Credit Union, CU, we, us, or our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, debit card/ATM transactions, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of applicable service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient or uncollected funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period; (B) You are not in default on any loan obligation to the Credit Union; (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days; and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts. This discretionary\* service is generally limited to a \$1000 overdraft (negative) balance for eligible personal checking accounts. Our standard fee of \$29 per item paid is included in the \$1000 overdraft limit. However,

[] The maximum amount of Courtesy Coverage fees we will collect per day is \$145 IF you are within the \$1000 overdraft limit.

[] If you exceed the \$1000 overdraft limit at any time, and we continue to pay items on your account, our standard Non-Sufficient Funds (NSF) Fee of \$29 will be charged for each item paid or rejected without limitation.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified electronically or by mail of any overdraft items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Courtesy Coverage fee that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Courtesy Coverage fee.

Courtesy Coverage is optional (not mandatory or required) and you may opt out of participating in it at any time by notifying us via phone (800.232.8669) or in writing (service@excitecu.org or our mailing address at the bottom of the letter). If you opt out, the Credit Union will no longer pay any items that overdraw your account, i.e., we return them unpaid, and our standard NSF fee applies for each item returned unpaid. You may also opt back in at any time as long as you meet the eligibility requirements mentioned above by notifying us via phone or in writing. Re-entry into the program is not automatic. You must re-qualify and may be denied activation if you fail to meet the eligibility requirements.

LIMITATIONS: Available only to eligible personal checking accounts primarily used for personal and household purposes. (Business accounts, Savings, Money Market accounts, Student accounts belonging to members under age 18 and Public Fund accounts are not eligible.) We may limit the number of accounts eligible for Courtesy Coverage\* to one account per household.

\*Courtesy Coverage does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy or privilege that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

**Unlawful Internet Gambling Enforcement Act**

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) and Regulation GG, this notification is to inform you that unlawful internet gambling transactions are prohibited from being processed through your account or relationship with our institution and are restricted. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful internet gambling.

Under UIGEA, the term "unlawful internet gambling" means "to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made."

In other words, UIGEA relies on State and Federal law to determine what is illegal under the statute. Online state lotteries, horse racing and fantasy football are not considered illegal under the statute. For more information, please contact us.

Phone 800.232.8669 / Address PO Box 18460, San Jose, CA 95158-8460 / E-mail [service@excitecu.org](mailto:service@excitecu.org)



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