MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES Electronic Delivery (eStatement and eNotice) Agreement

The terms and conditions of this Agreement apply to the electronic delivery of Mission Federal Credit Union's account statements, periodic statements, notices, and disclosures in connection with each account that you have with us.

- In this Agreement, the words "Credit Union," "Branch," "us," "we," "our," "or "Mission Fed" refers to Mission Federal Credit Union.
- "Electronic Communications" includes any and all documents that we provide to you electronically, including account disclosures, periodic statements, account statements ("eStatements"), notices ("eNotices") and other communications regarding your accounts with Mission Fed.
- 1. CONSENT TO ELECTRONIC DELIVERY/SCOPE You specifically agree to receive Electronic Communications regarding your accounts and relationships with Mission Fed via electronic delivery. Use of Mission Fed Mobile or Online Banking is required to access your Electronic Communications. When Electronic Communications are available, the primary member (or individual joint member on a business account) will receive an e-mail message, along with instructions on how to access the e-portal. Mission Fed may notify you through email when updated disclosures and agreements are available, but it is your responsibility to access Mission Fed Online or Mobile Banking regularly to check for Electronic Communications. Notice to any account owner will be considered notice to all account owners. Any owner of this Mission Fed account has the right to request and consent to Electronic Communications for this account. You also agree that we may use electronic records and signatures in our relationship with you, for the purpose of providing Electronic Communications to you.

Your consent includes, but is not limited to, legal or regulatory disclosures associated with your account or a service; periodic statements (including deposit account, mortgage, credit card and line of credit statements); other required notices that accompany your statements; documentation related to your account or a service including agreements and amendments; privacy notices; and other account or loan related communications. You may still receive paper copies of some statements, notices, or disclosures, at our discretion, via the U.S. Postal Service.

2. HARDWARE AND SOFTWARE REQUIREMENTS – To access Electronic Communications, you must have access to the following: a device capable of connecting to the Internet or downloading the Mission Fed mobile application which supports the current version of (i) an operating system, such as Windows, Mac OS, iOS or Android and (ii) one of the following Internet browsers: Edge, Chrome, Safari or Firefox. You must also have a current and valid email address; software to access and view files in PDF format, such as Adobe Acrobat; a printer if you wish to print your Electronic Communications; and sufficient electronic storage capacity, if you wish to retain electronic copies. By "current version", we mean a version of the browser that is currently supported by its publisher.

If our hardware or software requirements change and that change would create a material risk that you would not be able to access or retain your Electronic Communications, we will give you notice of the revised requirements. Continuing to use our electronic delivery service, after receiving notice of hardware and software changes, will be considered confirmation of your consent to receive Electronic Communications.

- 3. UPDATES TO YOUR EMAIL ADDRESS Your current valid email address is required for you to receive electronic delivery. It is your responsibility to keep us informed of any changes to your email address. At our discretion, if you provide an invalid email address or your email later becomes invalid, we may treat this as withdrawal of your consent to receive Electronic Communications and begin sending you paper copies, which may result in the assessment of fees. You may update your email address in Mobile or Online Banking, by calling us at 858-524-2850 or 800-500-6328, or by visiting any branch location. If you have multiple accounts at Mission Fed, you must update your email address for each master account.
- 4. WITHDRAWAL OF CONSENT You may withdraw consent to receive Electronic Communications at any time. Please allow us ten (10) days to process your request. This action may result in the assessment of fees on certain accounts. Refer to the current Consumer Fee Schedule. You may withdraw your consent by sending a secured message through Mission Fed Mobile or Online Banking, by sending a written and signed request to Mission Federal Credit Union, P.O. Box 919023 San Diego, CA 92191, or by calling us at 858-524-2850 or 800-500-6328.
- 5. **DELIVERY PREFERENCES/RIGHT TO REQUEST PAPER COPIES** Not all notices are currently available in electronic format, and you may receive certain notices via mail at the address on file for your account. Paper copies of any electronic notice (if available), or a paper copy of your account statement may be requested by calling us at 858.524.2850 or 800.500.6328, by visiting any branch, or in Mobile or Online Banking, if available. There may be a fee for each copy requested. Refer to the current Consumer Fee Schedule.
- 6. ELECTRONIC SIGNATURE AGREEMENT By selecting "I Accept", "I Agree", "Continue", "Next", "Submit", or other term to acknowledge your consent on any agreement, disclosure, or transaction, you are electronically signing ("eSignature") the agreement or electronically agreeing to a transaction or service. Your eSignature has the full force and effect as if signed by you in writing and is the legal equivalent of your physical signature. You also agree that no certification authority or other third-party verification is necessary to validate your eSignature, and that the lack of such certification or verification will not affect the enforceability of your eSignature or any resulting agreement or transaction between you and Mission Fed.
- 7. CANCELLATION OF SERVICES Electronic Communications will be terminated if you or Mission Fed terminate your Mission Fed Mobile and Online Banking access. Refer to our Mobile and Online Banking Agreement for additional information. You will not be charged a fee for termination of Mobile or Online Banking access. However, after termination of access, paper statements, notices and disclosures will be mailed to the address on file for your account and you may be assessed a fee. Refer to the current Consumer Fee Schedule.

Account Agreement and Disclosures

Welcome to Mission Federal Credit Union. Your accounts are backed by the reputation and resources of one of California's largest federal credit unions and insured by the National Credit Union Administration, an agency of the Federal Government. Please read these Agreements and Disclosures and keep them for your records.

Important Information About Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In addition on legal entity accounts, we will require identification on beneficial owners and controlling person. What this means for you: When you open an account, we will ask for your name, street address, date of birth, tax identification number, and other information that will identify you. We may ask to see your driver's license and/or other identifying documents.

In this Account Agreement and Disclosure, "Credit Union"; "MFCU"; "Mission FCU"; "Mission Fed"; "us" or "we" refers to Mission Federal Credit Union. The words "you", "your", and "signer(s)" refer to you, the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s).

These Agreement and Disclosures contains the terms of our agreement with you. When you sign the Membership Application, you and each joint member or authorized signer on your account agrees this, and any other account you have with us, is subject to all Agreements and Disclosures, to applicable fee and rate schedules, and to our bylaws, policies, and procedures. If any provision of these Agreements is deemed void or invalid, the rest of these Agreements will remain in full force and effect. If there is any conflict between these Agreements and Disclosures and information provided by an employee or representative of Mission Fed, you agree these Agreements and Disclosures govern.

- 1. **APPLICABLE LAW** Except as otherwise required by law, the provisions of this Agreements and Disclosures are governed by and interpreted according to California and federal law. You agree that all litigation and/or arbitration shall be held in the County of San Diego.
- 2. **AMENDMENTS** We reserve the right to amend the terms and conditions discussed in these Agreements and Disclosures at our discretion. If you maintain your account(s) after the effective date of a change, you indicate your agreement to the amendment(s). Mission Fed will inform you of amendments affecting your rights and obligations in accordance with governing regulations. For accounts with more than one signer, the amendment notices Mission Fed sends to the address on file are binding on all signers.
- 3. WAIVER OF RIGHTS You hereby waive all defenses and claims as contained within all applicable statutes of limitations.
- 4. **MEMBERSHIP ELIGIBILITY** To be eligible for membership with Mission Fed, you must be an individual or entity within Mission Fed's field of membership and must purchase a \$1 share in the Credit Union as required by Mission Fed Bylaws. You understand subscriptions to shares are payable at the time your membership is established. You must also meet membership and account opening criteria, as set by Mission Fed to be eligible for Credit Union membership and services. If your share purchase requirement is not maintained, your accounts may be closed and your membership terminated.
- MEMBERSHIP AGREEMENT You agree to conform to Mission Fed's Bylaws and any amendments and maintain a \$1 share in the Credit Union. You authorize Mission Fed to check your accounts, credit, employment history, and to obtain a consumer report from third parties, including consumer reporting agencies, now and in the future, to verify your eligibility for accounts and services and to verify person(s) transacting on your behalf for certain account types. Based upon information received from third parties and/or the general risk associated with the account, Mission Fed may limit accounts and/or services at any time. You understand Mission Fed has the right to deny membership and/or the establishment of share accounts and is under no obligation to approve the establishment of any account. Reason for denial will be disclosed to you, if requested. Mission Fed may require specific information regarding the nature of your anticipated account activity, the source of your funds, the purpose of your transactions, in addition to other questions to understand the nature of your financial activity; we reserve the right to refuse to accept any deposit to your account at any time. You agree to immediately inform Mission Fed if your name or address changes. You authorize the Credit Union to contact the Department of Motor Vehicles (DMV), or locator services, to obtain your current address in the event you move and do not inform Mission Fed of your new address. Fees for locator services will be charged to your account, refer to the Consumer Fee Schedule. You agree to be responsible for actual attorneys' fees and court costs if Mission Fed finds it necessary to take legal action against you to recover monies due as a result of your improper handling of your accounts. You understand that a joint account permits all members, without the consent of the other(s), to make deposits to or withdrawals from all shares and loans under the master membership account number including but not limited to savings, checking, certificates, and the ability to make advances from Credit Cards and Lines of Credit, or to close any account. You further understand that in a joint account, all members may pledge these funds as collateral security for a loan or loans with this Credit Union. You understand all shares will be owned jointly, with right of survivorship and payment to any of you shall be valid, and you discharge Mission Fed from any liability for such payment. You also understand removal of any joint member for reason other than death can be accomplished only through closure of the membership account and opening of a new membership account.
- 6. **MEMBER LIABILITY** All joint owners of the membership account shall be designated as the agent of each other and, therefore, each joint owner as a principal shall be liable and responsible for the actions or inactions of all other joint owners as such relates to all transactions conducted by any of the joint owners which cause Mission Fed to sustain a loss of any type. If any share becomes overdrawn for any reason, you authorize Mission Fed to (1) advance funds owed from any existing Line of Credit and/or Credit Card loans, or (2) transfer funds from any of your share accounts excluding individual retirement accounts. If any action or inaction by you causes the Credit Union a loss or the Credit Union believes such action or inaction may result in a loss, Credit Union services and privileges may be denied you. If you conduct transactions on your account



that are irregular or fraudulent in nature including but not limited to, kiting, depositing empty envelopes in an Automated Teller Machine (ATM), and excessive return deposit items, Credit Union services and privileges may be denied. If you conduct yourself in an abusive, disruptive, vulgar, obscene or unprofessional manner while conducting Credit Union business or while interacting with Credit Union personnel or other members, Credit Union services and privileges may be denied you.

- SECURITY INTEREST/STATUTORY LIEN By signing the Mission Fed membership card and/or through your use of any account or service, you acknowledge and grant to Mission Fed a consensual lien and security interest in all share accounts and collateral securing loans owed to Mission Fed. This lien and security interest secures any account owner's individual or joint obligation held now or in the future, whether direct, indirect, contingent or secondary, and regardless of source, except where prohibited by law. This security interest includes, but is not limited to, all changes or increases, proceeds from the sale of or insurance upon, and all earnings received from the secured property. This security interest in collateral does not apply to loans secured by your primary residence, or where otherwise prohibited by law. You understand that Mission Fed has statutory lien rights pursuant to 12 USC §1757. You specifically grant, and Mission Fed hereby impresses, a lien on your shares (excluding retirement accounts), in all individual or joint accounts to secure any account owner's individual or joint obligation held now or in the future, whether direct, indirect, contingent or secondary, and regardless of source, except where prohibited by law. Funds from a certificate account(s) are subject to an early withdrawal penalty. In the event of default or breach of membership obligation, you authorize Mission Fed to exercise its lien rights by application of funds held in your share accounts to any obligation(s) owed to Mission Fed without notice or legal process, except where required by law. You understand Mission Fed may prevent you from withdrawing funds from share accounts when you are in default. You authorize Mission Fed to place an administrative freeze on your share accounts and that such action shall not violate 11 USC §362 or other applicable law. You agree to hold Mission Fed harmless against damages, expenses, liabilities and losses as a result of any claim, action or demands arising from claims occurring as a result of the exercise of our lien rights, including an administrative freeze or account holds. You acknowledge that Mission Fed has multiple cumulative rights and remedies available in the event of your default and that Mission Fed may exercise one or all of them without affecting its right to enforce additional terms, including but not limited to rights granted under a security interest in your individual or joint loan agreements.
- 8. **LIMITATION OF SERVICES POLICY** We may limit, restrict, or terminate member services if you cease to be a member in good standing as defined by our Limitation of Services policy posted on our website. Our policy provides that you are not a member in good standing if, among other things, you are delinquent on credit union loans, have had any account closed due to abuse or negligent behavior, engage in any threatening, belligerent, disruptive, or abusive behavior, or cause a loss to the credit union. Member services that may be limited or terminated include: loans or other extensions of credit; share accounts; ATM and other card services; in-person, mobile, online, and telephone banking services; and other electronic transfer services. A complete copy of our Limitation of Services policy is located on our website at www.missionfed.com/disclosures.
- 9. BINDING ARBITRATION AND CLASS ACTION WAIVER.

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us concerning your account(s) and the services related to your account(s) be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered by Arbitration. Claims or disputes between you and us arising out of or relating to your account(s), transactions involving your account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims". An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Right to Reject this Resolution of Disputes by Arbitration provision. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is later. To opt out, send us written notice containing your name, your date of birth, and a statement that you have decided to opt out of this arbitration provision. You must send your written notice to us at the following address: Arbitration, 10325 Meanley Drive, San Diego, California 92131. Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Arbitration Proceeding. The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association or JAMS. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).



Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability. Arbitration will not apply to your account as long as you are an active duty Service Member.

ACCOUNT TYPES

Ownership of accounts may be single for one member only, or joint, consisting of multiple members. If your account is single and you authorize anyone to have access to your account in any manner, you agree to be liable for their actions. If your account is joint, all members have complete access to accounts. Joint accounts are held in joint tenancy with right of survivorship. Right of survivorship is the automatic transfer of ownership of an account to the surviving owner(s) upon the death of another owner(s).

Account types available, but not limited to:

- Regular Account (no named beneficiaries)
- Informal Trust Account (also known as Payable on Death)
- Formal Trust Account
- Estate Account
- Youth Account
- UTMA (Uniform Transfer to Minors Act) Account
- Sole Proprietorship Account
- Partnership Account
- Corporation Account.
- Organization Account

GENERAL TERMS FOR ALL ACCOUNTS

- 1. Our business days are Monday through Friday excluding holidays.
- 2. Refer to current Dividend Rate, Consumer Fee, and Consumer Loan Rates schedules for information regarding dividends, fees and loan rates.
- 3. Mission Fed does not provide tax advice. You should consult a qualified tax advisor concerning the tax treatment of your account(s).
- 4. To ensure you receive courteous and efficient service when contacting Mission Fed by telephone, personnel may randomly monitor and/or record telephone conversations.
- 5. We may open additional accounts under the same membership number on the instructions of any joint owner. You authorize Mission Fed to use the Taxpayer Identification Number (TIN) you certified on the Membership Application on any new account subsequently opened by any joint owner. For a Formal Trust Account, you authorize Mission Fed to use the TIN you certified on the Agreement for Trust Account(s).
- 6. Mission Fed may transfer funds within your account, between master accounts and take other action on the verbal or written instructions of any signer(s) on the account. When funds are transferred between master accounts, each account record will show the number of the other master account involved in the transaction.
- 7. Mission Fed may require written authorization for some actions.
- 8. Mission Fed reserves the right to refuse any item for deposit.
- 9. If your account balance becomes overdrawn, you agree to deposit funds to cover your overdraft within 10 business days. If you do not make a deposit to cover your overdraft within this time frame, you will be required to pay all costs of collection, including attorneys' fees that Mission Fed incurs in our efforts to collect the funds you owe. Refer to Security Interest/Statutory Lien section.
- 10. If Mission Fed believes there is a dispute about ownership or control of an account, Mission Fed may place a hold and not release funds until Mission Fed receives a court order and/or instructions signed and notarized by all persons claiming an interest in the account. Mission Fed may withhold payment of funds to any party until proper evidence of authority is provided.
- 11. If your account has had no withdrawal or deposit activity for 12 months and your account balance is less than \$100, your account will be considered inactive. A monthly fee may be assessed on inactive accounts. Refer to the current Consumer Fee Schedule.
- 12. California State Unclaimed Property Laws require Mission Fed to remit certain funds to the California State Controller, or the appropriate state, if for more than three years, or the time specified by applicable state law:
- a. You have not deposited or withdrawn funds in your account(s); or,
- b. You have not corresponded verbally or in writing with Mission Fed; or,
- c. You have not otherwise indicated an interest in your account which is evidenced by a record on file with Mission Fed.
- 13. Upon proper verification of your Personal Identification Number (PIN) or other authorization processes, your electronic transmission of certain requests through Mission Fed Online Banking and Automated Phone Service will be considered your written signature and have the same force and effect.



- 14. You agree that all your accounts may be enabled for all remote delivery services and remote delivery transaction capabilities offered by Mission Fed by signing the Membership Application and/or by requesting or utilizing any remote delivery service. Delivery services include, but are not limited to, Automated Phone Service, Mission Fed Online Banking, Mobile Banking and ATMs.
- 15. When you give a telephone number to us, or place a telephone call to us, you authorize us and our affiliates and agents to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. If necessary, you may change or remove any of the telephone numbers at any time using any reasonable means to notify us.
- 16. You acknowledge that any joint owner(s) on your Mission Fed share accounts may have access through your Mission Fed share accounts to all of the information on your Mission Fed Credit Cards and Lines of Credit, even if your Credit Cards and Lines of Credit are not joint accounts. This may include, but is not limited to, information regarding transactions, loan history, and any other information relating to your Credit Cards and Lines of Credit. You also acknowledge and agree that any joint owner(s) on your Mission Fed share accounts have access through your Mission Fed share accounts to advance funds from your Credit Cards and Lines of Credit, even if your Credit Cards and Lines of Credit are not joint accounts. As the owner of your Credit Cards and Lines of Credit, you are fully responsible for, and must repay, all advances obtained from your Credit Cards and Lines of Credit by joint owner(s) on your Mission Fed share accounts. Once a joint owner is added to a Mission Fed share account, they may not be removed from the account. If a separation of account ownership is desired, new accounts must be opened.

ADDITIONAL TERMS FOR FORMAL TRUST ACCOUNTS

- 1. Trustee(s) agrees to provide a complete, accurate, and true copy of the Certification of Trust form to Mission Fed. Trustee(s) agrees the Certification of Trust form imposes no responsibility or obligation on Mission Fed other than a depository for the trust funds. Mission Fed will not act as a trustee or inquire as to the powers or duties of the trustee(s).
- 2. Trustee(s) agrees Mission Fed shall be notified if there is any change in the trustee(s), successor trustee(s), or any changes to or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the account documents and will provide an updated Certification of Trust. Any such change or amendment shall be effective as to Mission Fed only after a new Certification of Trust is received in writing by Mission Fed.
- 3. Each trustee whose signature appears on account documents declares under penalty of perjury that trustee is a qualified trustee and that the trustee has the power to act and is properly exercising the powers under the trust, pursuant to these Agreements, and that the trustee has the power to establish and transact on accounts on behalf of the trust. Mission Fed may rely upon the directions of any one trustee. Any one trustee's signature shall be valid and shall discharge Mission Fed from any liability resulting from any transaction.
- 4. Mission Fed shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself, or the authority or powers of the trustee(s) under the governing trust instrument to establish, maintain, or transact any business on this account as set forth.
- 5. The trust funds to be deposited in Mission Fed are part of a trust established under Declaration of Trust by the indicated date, executed by the trustor(s) as indicated on the Certification of Trust.
- 6. Mission Fed may require any or all disbursements payable to any one or more of the trustee(s) or to the trust.
- 7. Before any successor trustee(s) may become an acting trustee, the successor trustee(s) shall provide Mission Fed, as applicable, a letter of resignation with notarized signature of the resigning trustee(s); a certified copy of the death certificate(s) for the trustee(s); a new Certification of Trust; and/or (d) other documentation as requested by Mission Fed.
- 8. These Agreements are also binding on the trust, trustor(s), trustee(s), successor trustee(s), and the beneficiary (ies).
- 9. The trustee(s), trustor(s), successor trustee(s) and/or the trust and/or the beneficiary(ies) hereby agree to indemnify and hold Mission Fed harmless from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorney's fees, against any and all liability, loss, and damage of any nature whatsoever that Mission Fed shall or may sustain resulting from the establishment, maintenance, and transaction of any business related to the trust account(s) established with Mission Fed and any claim, damage or loss arising as a result of unauthorized acts of any trustor, trustee, successor trustee, or former trustee.
- 10. The trustee(s) agrees to pay any necessary expenses, attorney's fees, or costs incurred in the enforcement of this indemnification and hold harmless agreement.
- 11. These Agreements affect the legal rights of the trustee(s). In providing these Agreements for the establishment of an account, Mission Fed makes no representation as to any tax, probate avoidance or financial or estate planning advantage, benefit or result of any kind whatsoever. If the trustee(s) desires assistance or advice concerning these Agreements, the services of an attorney or other competent professional should be sought.

ADDITIONAL TERMS FOR YOUTH ACCOUNTS

1. Automatically converts to a Regular Account when the primary account holder reaches the age of 18.

ADDITIONAL TERMS FOR ALL BUSINESS AND ORGANIZATION ACCOUNTS

- 1. Depending on the type of business or organization account requested, Mission Fed will require documents to validate the existence, membership eligibility, legal sufficiency and operations as they relate to the account.
- 2. Individuals applying for membership on behalf of a business or organization certify they are authorized to open an account and perform transactions on behalf of the entity.
- 3. Requests to change or remove account signers must be in writing. If signers are changed or removed, the new/remaining signers agree to immediately change all passwords and personal identification numbers used to access remote delivery services, such as Automated Phone Service and Mission Fed Online Banking and immediately request the cancellation of any remote delivery access devices issued to former signers, such as ATM and debit cards.



If passwords are not changed and access devices cancelled, the new/remaining account signers are responsible for all transactions performed by former signers.

- 4. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling are prohibited from being processed through your account or relationship with Mission Fed.
- 5. Each time an account is opened, or certain account information is changed, for a covered Legal Entity we are required to collect identifying information (name, address, date of birth, social security number as well as identification documents) for: each individual that has beneficial ownership (25% or more); and, one individual that has significant managerial control of the Legal Entity. If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge. Covered legal Entities include Organizations, Corporations, Partnerships and Limited Liability Companies.

TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

A taxpayer identification number (TIN) must be provided and certified that it is correct at the time of new account opening as a Membership Application requirement. The TIN may be in the form of a Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or an Employer Identification Number (EIN). If your account is or becomes subject to backup withholding, Mission Fed is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of dividends, interest and other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding or termination of your account.

ACCOUNT STATEMENTS AND NOTIFICATIONS

You will receive a periodic account statement each month, unless there are no transactions in a particular month. In any case, you will receive a periodic statement at least quarterly. Any discrepancies must be reported to Mission Fed within 60 days of the statement mailing unless another time frame for error notification applies. Mission Fed may send information and/or materials (cards, checks, billing statements, notices, etc.) to any person listed on your account, and that person will be responsible for delivering those materials to the other person(s) authorized to use your account. Notice to any account owner will be considered notice to all account owners.

For information on electronic statements and notices please refer to the eStatement and eNotice Agreement and Disclosures.



ATM and Mastercard® Debit Card Cardholder Agreement

The terms and conditions of this Agreement shall apply to all Automated Teller Machine (ATM) and Mastercard Debit Cards issued by Mission Federal Credit Union. In this Agreement, the words "Credit Union," "Branches," "us," "we," "our," or "Mission Fed" mean Mission Federal Credit Union. The words "you," "your," and "signer" mean each and all of those issued an ATM or Mastercard Debit Card. For all intents and purposes of this Agreement, the word "Card" alone refers to all Cards, Card numbers or a combination of your Card and Personal Identification Number (PIN). The word "POS" means Point of Sale. POS transactions may be conducted using your PIN or signature. The word "transaction" and or "transfer" refers to using your Card, your Card number, or a combination of your Card or Card number and PIN to obtain cash, goods, services, make deposits, transfer funds and pay bills directly from your account. The agreements, disclosures, rules and regulations applicable to your other Mission Fed share and loan accounts, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified. If you do not want to use your Card, please destroy the Card and notify us immediately.

- 1. USING YOUR CARD Use of your Card constitutes acknowledgement of receipt and acceptance of the terms of this Agreement. Depending on your account type and the type of services offered by participating financial institutions and companies, you may use your Card to perform transactions at ATM/POS devices, merchants and others who accept Cards. POS transactions can only be deducted from your designated checking account. Transactions include any fees or service charges that result from the use of your Card. Transaction charges vary depending on the ATM/POS device used as well as the type of transaction performed. For Mission Fed fees please refer to the current Consumer Fee Schedule. After authorization you may not place a stop payment on a Card transaction. For information concerning error resolution see page 2 of this Agreement. You are prohibited from using your Card to participate in any type of Internet gambling or for any illegal or unlawful purpose or transaction. Even though your checking account may have a balance sufficient to cover a requested Card transaction, electronic terminals, merchants, financial institutions, and other Mastercard network locations may not be able to obtain an authorization to process a transaction. Mission Fed is not liable for the refusal or inability of such terminals or persons to honor a Card, to complete a Card transaction, or for their retention of the Card.
- 2 **RESPONSIBILITY** Your Card is for your personal use only. You are prohibited from allowing others to use your Card. If you violate this prohibition and allow use of your Card, Card number, and/or PIN by any person other than yourself, you are responsible for all transactions made, to the extent allowed by applicable laws and regulations. You are responsible for maintaining your Card, Card number, and PIN with maximum security. Mission Fed shall have no responsibility to you or any user, for any injury which may occur as a result of any act before, during, or after a transaction. You agree to assist Mission Fed in its efforts to locate, apprehend, and prosecute person(s) for unauthorized Card use.
- 3. CARD ISSUANCE At the discretion of Mission Fed, a card may be issued to any eligible account signer. Only one Card may be issued to each signer per account. Your Card remains Mission Fed's property and is nontransferable. We may cancel, modify, and/or restrict the use of any Card without notice if your account is overdrawn, past due, when it is necessary to maintain or restore the security of your accounts, or when you conduct transactions on your accounts that are irregular or fraudulent in nature, including but not limited to kiting, depositing empty envelopes in an ATM and excessive return deposit items. Replacement Cards may be issued for a fee as disclosed in the current Consumer Fee Schedule.
- 4. **PERSONAL IDENTIFICATION NUMBER (PIN)** –Mission Fed will issue you a PIN to enable you to make transactions. Disclosing your PIN constitutes authorization for use and you remain liable for any and all subsequent transactions. Your PIN should be memorized. DO NOT keep your PIN on or with your Card, or any other place on your person such as a checkbook, wallet or purse. If you forget your PIN, you may request a new one or you can choose your own PIN by visiting any of our Branches. Your selected PIN should not be a number that would be found in your wallet or purse, i.e. date of birth, address, social security number, etc.
- 5. TRANSACTION LIMITATIONS The amount of your withdrawal, as well as the number of transactions permitted per day, may be limited. If, for any reason, your account is deemed unsatisfactory, is overdrawn, you fail to pay Mission Fed any amount owed on a loan or other contractual obligation, or you cause Mission Fed any loss, Mission Fed may, at its discretion, revoke your Card privileges or reduce the amount you may withdraw. When the system is in stand-in or is offline, you may use your Card to obtain an authorization or approval for a transaction based on pre-established stand-in limits, rather than the actual available balance in your account. If the account balance is not sufficient to cover withdrawals, non-sufficient funds (NSF) fees may apply. Refer to the current Consumer Fee Schedule. All transactions are subject to proof and verification by Mission Fed.
- 6. **PREAUTHORIZED PAYMENTS** If you have told us, a business or merchant, in advance to make regular payments out of your account, you may stop these payments. To stop a payment call Mission Fed at 800.500.6328 or write us at Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023, in time for us to receive your request 3 business days or more before the payment is schedule to be made. If you call, we will also require you to put your request in writing and return it to us within 14 days after you call. We will charge a fee for each stop payment you request. Please refer to the Consumer Fee Schedule. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) You must provide us accurate payment information for it to be stopped, including the exact amount of the payment. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses and damages.
- 7. AUTOMATIC BILLING UPDATER Mission Fed participates in Mastercard's Automatic Billing Updater (ABU) program, where updated card information is provided to participating merchants under certain conditions. To learn more about the ABU program or how to opt out, please visit MissionFed.com/ABU.
- 8 **FOREIGN TRANSACTIONS** Purchases and cash advances made in foreign countries and in foreign currencies will be billed to you in U.S. dollars using the rate of exchange between the transaction currency and the billing currency. Foreign transactions include internet transactions initiated in the US with a merchant who processes the transaction in a foreign country. The rate will be (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment



determined by Mission Fed. In addition, you will be charged a Foreign Transaction Fee on the amount of the transaction. Please refer to the current Consumer Fee Schedule.

9. LIABILITY - LOST/STOLEN CARD NOTIFICATION - You will not be liable for unauthorized transactions if you report the loss or theft within two (2) business days after becoming aware of the loss or theft of your Card. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, you could lose as much as \$500 and your card may not be reissued. If you do not tell us within sixty (60) business days after you learn of the loss or theft of your Card, you could lose the entire amount of the unauthorized transactions and your Card may not be reissued. If Mission Fed does not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for your losses and damages; however, there are some exceptions. Mission Fed will not be liable for incomplete transactions under the following circumstances, including but not limited to: where, through no fault of Mission Fed, you do not have sufficient funds in your account to make the transfer; transactions that would exceed the transaction limits of your Card; where a merchant processes a transaction for an amount greater than the amount you authorized or agreed to; where an ATM does not have enough cash to complete the transaction; where an ATM or system was not working properly; where circumstances beyond Mission Fed's control (such as fire, flood, and vandalism) prevent completion of the transaction; where your Card has been reported lost, stolen, has expired, is damaged, or is inactivated due to lack of use; where your PIN has been repeatedly entered incorrectly; where there is a failure of computer or communication equipment; or where the Card was retained by a financial institution, merchant or machine.

To report a lost or stolen card, call Mission Fed immediately at 800.500.6328. Once you have contacted Mission Fed via phone, you have the option to follow up via mail at Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191-9023.

- 10. CARD REVOCATION Upon request, you must immediately surrender your Card to Mission Fed or its agent in the event any of the following conditions occur: you performed transactions resulting in a monetary loss to Mission Fed; any loan is delinquent with Mission Fed; any of your services at Mission Fed are closed due to misuse; and/or any other situation in which Mission Fed deems revocation to be in its best interest.
- 11. **RECEIPTS, PREAUTHORIZED CREDITS, AND STATEMENTS** You may receive a receipt each time you perform an ATM/POS transaction. Some ATM/POS terminals will give you the option of printing a receipt. Keep these receipts to compare with your statement from Mission Fed as copies of these receipts are not returned with your statement. Mission Fed may assess a fee for copies of obtainable receipts you request. Refer to the current Consumer Fee Schedule. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call 800.500.6328 to find out whether or not the deposit has been made. You will receive a monthly account statement unless there is no activity in a particular month. In any case you will receive a statement at least quarterly.
- 12. BUSINESS DAYS Mission Fed business days are Monday through Friday. Holidays are not included.
- 13. **CONFIDENTIALITY** We will disclose information to third parties about your account or the transactions you make where necessary for completion of a transaction, in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, in order to comply with a government agency or court order, or if you otherwise grant us written permission.

In Case of Errors or Questions About Your Electronic Transfers

In case of errors, or if you have questions about your electronic transfers, telephone us at 800.500.6328 or 858.673.9300 or write us at Mission Federal Credit Union, PO Box 919023, San Diego, CA, 92191-9023 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. We must hear from you no later than 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 determine whether an error occurred 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 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 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.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



Checking/Spending Account Disclosure

In this Checking/Spending Account Disclosure, the words "Credit Union", "Mission Fed", "us" or "we" refer to Mission Federal Credit Union. The words "you", "your" and "signer(s)" refer to you, the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s).

- 1. TYPES OF ACCOUNTS This Disclosure covers all checking and spending account types offered by Mission Fed, unless otherwise noted.
- 2. TERMS AND CONDITIONS You agree to the following terms and conditions, in addition to all other applicable disclosures and terms.
 - a. A post-dated check or a check of which the date is at least six months old may be paid unless Mission Fed has been instructed to stop payment on the check before the check is presented for payment.
 - b. We reserve the right to close your checking or spending account without notice if you violate applicable rules, policies and procedures.
 - c. You agree should any loan in which you are a borrower or guarantor held by Mission Fed become delinquent by more than 10 days, Mission Fed may, at its option, transfer funds from your checking or spending account to cover any delinquencies or close your checking account without notice and apply all funds to the delinquent loan. Refer to the Security Interest/Statutory Lien section of the Account Agreement and Disclosures.
 - d. You also understand any joint signer of your membership account has access to the funds in your checking or spending account.
 - e. Mission Fed does not authorize the use of a facsimile signature to sign checks. If you use a facsimile signature to sign a check you agree to fully indemnify and hold Mission Fed harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges and expenses, including court costs and attorneys' fees, and against any and all liability, loss and damage of any nature whatsoever that any party or entity (including Mission Fed) shall or may sustain resulting from the use of the facsimile signature. You agree to pay all necessary expenses, attorneys' fees or costs incurred in the enforcement of this indemnification and hold harmless agreement. This indemnification/hold harmless obligation shall survive and remain in full force and effect subsequent to closing your checking or spending account. You hereby release, waive, and discharge any and all claims you have or may have against Mission Fed for the recovery of damages which are sustained as a result of the use of a facsimile signature.
 - f. On a day Mission Fed is closed, but the Federal Reserve Bank is open, check processing will continue.
 - g. Mission Fed will require a thumbprint from any non-member presenting a check drawn on a Mission Fed checking account.
 - h. Checking accounts consist of a transaction subaccount and a savings subaccount. Funds not routinely needed to pay debits may be transferred to a savings subaccount. Mission Fed may periodically transfer funds between these two subaccounts. If the checking account earns dividends, the dividend calculation and payment will remain the same. The savings subaccount is governed by the same rules governing share savings accounts and any other applicable disclosures and agreements. This process does not affect your available balance, the dividends you earn, NCUA insurance protection, periodic statements, or any other features of your accounts.
- 3. AGREEMENT TO ARBITRATE DISPUTES AND CLAIMS The Binding Arbitration Agreement set forth in the Account Agreement and Disclosures applies to checking accounts and is hereby incorporated by reference as if set forth in full herein.
- 4. HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT There are generally two types of transactions posted to your account: credits deposits of money) and debits (payments withdrawn from your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

Credits. Most deposits are added to your account immediately when we receive them. Funds from your check deposits are available on the day we receive the deposit unless a delay applies. For details on the availability for withdrawal of your deposits, see the Truth in Savings Act Disclosure.

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and Mission Fed is not always in control of when transactions are received.

Checks. When you write a check it is processed through the Federal Reserve System or by us if it was cashed or deposited at Mission Fed. Each business day, first the checks directly processed by us are posted to your account in check number order. Then, checks drawn on your account are compiled from data files received from the Federal Reserve and posted to your account in check number order.

ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions are posted to your account on the settlement date, which is the date the originating financial institution has instructed us to post the transaction, generally from low to high dollar amount.

Point of Sale (POS) Debit Card Transactions. These are transactions where you use your debit card and your PIN number at the time of the sale, but some merchants may not require your PIN. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction.

Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card, you do not enter your PIN, and you are usually asked to sign for the purchase. In these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization," and the amount of the authorization will be subtracted from your available balance. As they are received throughout the day, authorizations are deducted from your available balance but not your current balance. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. Transactions are received and posted, in no particular order, throughout the day as they are received. Posting to your account can happen days after you signed for the transaction, depending on the merchant and its processing company. For other transactions, such as car rental authorizations, the authorization hold may be longer. With these types of transactions often the merchant will not know the full amount of the purchase until the



service/transaction is completed. Once completed, the merchant will then submit the actual transaction amount to us for payment.

Please note: The amount of an authorization hold may differ from the actual payment amount because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold may be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip or other item that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations, hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

5. **OVERDRAFT DISCLOSURE** – "Overdraft" means there is not enough available balance in your account to pay for a transaction. This Overdraft Disclosure describes the circumstances when Mission Fed will pay overdrafts in your checking account and charge you a fee. Overdrafts are generally processed in two ways: (1) we use eligible Overdraft Protection Services to pay the transaction and charge you a fee, or (2) we return the transaction Non-sufficient Funds (NSF). Fees vary and are described in our Consumer Fee Schedule, which is updated periodically. Please note that for one-time debit card transactions, you must affirmatively opt-in to the Debit Card Overdraft Protection program for us to authorize and pay one-time debit card transactions that will result in insufficient available funds in your account.

Insufficient Funds and Overdrafts. Mission Fed has no obligation to pay any item unless you have sufficient available funds in your account when an item is presented for payment. If you do not have sufficient available balance in your account to pay the item, but we choose to pay it and create an Overdraft, you agree that we are permitted to charge you an Overdraft Fee as described in this Checking/Spending Account Disclosure and our Consumer Fee Schedule. We will not charge you an Overdraft Fee if:

- Your account is overdrawn by \$10 or less when the item is authorized or presented;
- Your account has already been charged three (3) Overdraft Fees in a single day (Note: daily maximum is per share account);
- You had sufficient available balance in your account when the item was authorized.

The best way to know how much money you can spend and to avoid paying fees is to record and track all of your transactions closely. The following is important information regarding your account balances, how transactions are posted to your account balances, and when a fee will be charged. Please read these disclosures carefully and contact us at 800.500.6328 if you have any questions.

Account Balances. Your account has two kinds of balances: the "current" balance and the "available" balance. Both can be reviewed when you access your account online, at an ATM, by phone or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains current and available balances and how they work.

Your <u>current</u> balance is the amount of money that is actually in your account at any given time. It reflects transactions that have "posted" to your account, but not transactions that have been authorized but not yet posted. While the term "current" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any purchases, holds, fees, other charges or deposits made on your account that have not yet posted will not appear in your current balance. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending check transaction. So, at that point, you have \$50 in your current account balance, but you have already spent \$40 that has not been posted.

Your available balance is the amount of money in your account that is available to you to use without incurring a fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that Mission Fed has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to authorize the payment. In that case, we will put a "hold" on your account for \$20. Your current balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your current balance will be reduced by \$20, plus any amount you added to the bill after the merchant requested the authorization, such as a tip.

Available balance is used to determine when your account is overdrawn. The following example illustrates how this works: Again, assume your current and available balances are both \$50, and you use your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your current balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$45 is presented for payment from your account. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$15, even though your current balance was \$50 before the check was presented for payment and is still \$5 after the check is presented for payment. In this case, we may pay or return the \$45 check, but you will be charged a fee because your available balance is insufficient to cover the check. That fee will be deducted from your account, further reducing your balance. Also, when the \$20 restaurant charge is presented for payment, you will not have enough money in your available balance because of the intervening check. However, you will not be charged a fee for that restaurant charge because you had sufficient funds to pay the item at the time it was authorized.

6. **OVERDRAFT PROTECTION SERVICES** - There are three overdraft protection services Mission Fed may use to pay an overdraft on your account, and in some cases a fee will be charged for each item paid using an overdraft protection service. Refer to the current Consumer Fee Schedule for the different fee amounts you may pay depending on the type of overdraft protection service used. Transactions may not be processed in the order in which they occurred. The order in which transactions are received and processed may affect the total fees you are charged, and fees may decrease the amount available for transaction authorization under these overdraft protection plans. You must be at least eighteen (18) years of age to qualify for overdraft protection services.

Overdraft Transfer. We will first attempt to transfer available funds from your other accounts and loans in the order specified by your instructions. In the absence of instructions from you, Mission Fed may, but is under no obligation to and generally will not, transfer funds in any order and from any of your accounts or loans. Transfers will be made for the amount needed to pay the item. Fees will not be assessed for overdraft transfers.



Overdraft Protection. If a check or ACH item is presented for payment and your available balance is insufficient to pay an item, and we are unable to transfer funds as described above in the Overdraft Transfer section, we may pay eligible transactions, at our discretion. A fee will be charged for each item we pay that results in a negative available balance. This service is only available on accounts that meet specified criteria as determined by Mission Fed, and the amount your account will be taken negative utilizing this service may fluctuate based on your account status. Contact Mission Fed to determine whether your account is eligible, and the maximum overdraft amount available. Fees will decrease the amount available for payment of your eligible transactions under this service. Mission Fed reserves the right to limit participation, add or delete eligible transactions and discontinue the service at any time without prior notice. If you are eligible, you will be automatically enrolled, and if you do not wish to utilize this service you must notify us. For members who participate in Overdraft Protection and already have Debit Card Overdraft Protection for POS and signature-based Debit Card purchase transactions, the maximum overdraft amount available is for both services.

Debit Card Overdraft Protection. This service is only available on accounts that meet specified criteria determined by Mission Fed and you must enroll, or opt-in to Debit Card Overdraft Protection to utilize this service for each account share. In the event a POS or signature-based Debit Card transaction is presented for authorization and funds are not sufficient in your available balance to authorize the item, the item may be declined. With Debit Card Overdraft Protection, transactions may be authorized and take your available account balance negative. Fees will be charged for items paid resulting in a negative available balance and holds for Debit Card transactions are excluded from available balance calculations during fee assessment. The maximum amount your account will be taken negative utilizing this service may fluctuate based on your account status. Contact Mission Fed to determine whether your account is eligible and the maximum overdraft amount for which your account qualifies. Mission Fed reserves the right to limit participation, add or delete transaction types and discontinue the service at any time without prior notice. If you have opted-in to this service and no longer wish to utilize this service, please contact us. For members who choose to participate in Debit Card Overdraft Protection and already have Overdraft Protection for checks and ACH items, the total overdraft amount is for both services. If you have other overdraft plans in place, those plans will be utilized prior to Debit Card Overdraft Protection.

- 7. **OVERDRAWN** ACCOUNTS You agree to repay any overdrawn account balance immediately. If you fail to return your balance to a positive status by the 10th calendar day from the day your account first became negative, you authorize Mission Fed to (1) advance funds from any existing Line of Credit and/or Credit Card loans, or (2) transfer funds from any of your share accounts excluding individual retirement accounts. If any overdraft remains unpaid, Mission Fed may take collection action against you. You agree to repay any costs of collection, including attorneys' fees. Accounts with unpaid negative balances will be closed without notice and reported to consumer reporting agencies. Refer to Security Interest/Statutory Lien in the Account Agreement and Disclosures for additional information.
- 8. NON-SUFFICIENT FUNDS (NSF) ACTIVITY You must deposit available funds to cover items before they are presented for payment. If available funds are not in your account when an item is presented for payment and Overdraft Protection Services are not available, the item will be returned unpaid. Non-sufficient funds activity constitutes grounds for closing an account. Mission Fed will review your account and notify you if your account has been closed. Mission Fed may report accounts closed due to NSF activity, fraud or account misuse which leads to a loss by Mission Fed to consumer reporting agencies. This reporting may jeopardize an individual's ability to establish accounts with other financial institutions.
- 9. **ELECTRONIC COLLECTION OF CHECKS** Paper checks returned for nonsufficient funds or uncollected funds can be re-presented for collection through the Automated Clearing House (ACH). A check may be sent through once as a paper check and twice through the ACH, or twice as a paper check and once through the ACH, not to exceed a total of three processing attempts. Checks cleared through the ACH will appear on your statement as electronic withdrawals, rather than as checks with a corresponding check number. Copies of the dishonored checks, returned and subsequently cleared through the ACH, are available by request from the Originating Depository Financial Institution (ODFI). See the current Consumer Fee Schedule for check copy fees.
- 10. ELECTRONIC CHECK CONVERSIONS You may use information from your check to initiate a one-time electronic funds transfer from your account. Recurring transfers may be made in writing or when you authorize a third party through electronic debit.
- 11. **SUBSTITUTE CHECKS** Financial institutions are allowed to convert original checks for electronic processing as well as to replace original checks with "substitute checks." Substitute checks bear an image of the front and back of the original check and meet check processing standards. You may use substitute checks the same way you would use an original check. Substitute checks may be accepted for deposit only if the item was originally negotiated through us, has been returned unpaid and is being re-deposited.
- 12. CANCELED CHECKS A copy of any original/substitute check may be obtained for a fee if the original/substitute check was processed by Mission Fed. Refer to the current Consumer Fee Schedule.
- 13. CHECK ORDERS AND REORDERS You will receive your order of checks via mail within 15 business days after the order is placed through Mission Fed. Check orders are sent to the check printing company as a convenience to you. Your account will be charged for the printing costs, sales tax and delivery charges. If checks are not received within 15 business days, you agree to contact Mission Fed immediately. If you have checks printed by a vendor not offered by Mission Fed, we are not responsible for any delays or errors in processing items as a result of the printing quality of the checks. You can reorder checks in person, via Mission Fed Online Banking, by calling Mission Fed at 858.524.2850 or 800.500.6328 or by mailing the reorder form (located on the top of your last packet of checks) to Mission Fed, P.O. Box 919023, San Diego, CA 92191-9023.
- 14. **STOP PAYMENT SERVICE** A stop payment may be requested on any UNPAID check. All stop payment requests must be authorized in writing in in order for the stop payment to remain valid for 12 months. Any stop payment request made by telephone will be valid for 14 calendar days until a written form is received. A stop payment processing fee will be charged. There will also be a processing fee for canceling a stop payment request, and we require the cancellation order in writing. Refer to the current Consumer Fee Schedule.
- 15. **VERIFICATION OF FUNDS** In order to protect the privacy of member account information, credit union employees and our automated telephone system will only verify that an account number is valid when communicating with third parties.



16. **LOST OR STOLEN CHECKS** - You agree to immediately notify Mission Fed if check(s) are lost, stolen, misplaced or not received, and agree to assist Mission Fed in any efforts to locate, apprehend and prosecute any individual(s) responsible for the unauthorized use of and/or any forged item(s). For your protection, the compromised account will be closed.

17. ADDITIONAL TERMS FOR EASY CHECKING ACCOUNTS

- Electronic delivery of your statements and disclosures is available and will legally replace all paper copies of these items including your Credit Card loan account, if applicable.
- b. If registration in Online or Mobile Banking is not completed within the first 30 days, a maintenance fee may apply. Refer to the current Consumer Fee Schedule.

18. ADDITIONAL TERMS FOR BREEZE ACCOUNTS

- a. The Breeze spending account is a checkless account.
- b. Overdraft Protection is not available for this account.
- c. Debit Card Overdraft Protection is available for transactions up to \$20 and up to \$100 if you receive a qualifying direct deposit into your Breeze spending account. No overdraft fees will be charged. A qualifying direct deposit is a deposit of regular monthly income (such as your paycheck, pension, or government benefit) from your employer or other third party made by automated clearing house (ACH) deposit. Peer to peer payments (such as Zelle, Cash App or Venmo), mobile check deposits or one-time direct deposits (ex. tax refunds or other similar transactions) are not qualifying direct deposits.
- d. The Breeze spending account provides access to direct deposit funds up to 2 days before the scheduled deposit date. Early access to the funds depends on the timing of the submission of the payment file from the payer.



Truth In Savings Act Disclosure

In this Truth in Savings Act Disclosure, the words "Credit Union"; "Mission Fed"; "us" or "we" refer to Mission Federal Credit Union. The words "you", "your", and "signer(s)" refer to you, the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s).

- 1. **DIVIDENDS** Dividends are calculated using the daily balance method that applies a daily periodic rate to the full amount of principal in the account each day for all savings, checking, money market, retirement, and certificate accounts. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn. If your account is closed during a calendar month, the dividends accrued will be paid to the closing date. Dividends are compounded monthly and paid to your accounts after the close of business on the last day of each calendar month. For all account types, credited aggregate dividends of \$10 or more each calendar year are reported to the Internal Revenue Service and the State of California Franchise Tax Board. Dividends are paid from Credit Union current income and available earnings after required transfers to reserves at the end of the dividend period. The dividend rate and Annual Percentage Yield (APY) provided on the current Dividend Rate Schedule are the prospective rates and yields the Credit Union anticipates paying for the current dividend period. Federal law prohibits the guarantee of dividends, as dividends are based upon available earnings at the end of a dividend period.
- 2. RATES All dividend rates are anticipated, and the anticipated APY on your account(s) are available on the current Dividend Rate Schedule. The anticipated dividend rate and the anticipated APY are determined by the Board of Directors, at its sole discretion, based on market conditions and other business factors. All savings, dividend checking, money market, and retirement accounts pay variable dividend rates. The variable dividend rate may be adjusted as often as monthly and there is no limit on the amount the rate may change. The rates and APY in effect during the statement cycle will appear on your statement. You may obtain current rates anytime by contacting Mission Fed.
- 3. **SAVINGS ACCOUNTS** The minimum opening balance is \$1. Accounts may require a seven-day withdrawal notice in accordance with applicable regulations. Refer to the Dividend Rate Schedule for information regarding the current dividend rate. The dividend rate may vary and be adjusted at any time without prior notice to you.
- 4. CHECKING/SPENDING ACCOUNTS The minimum opening balance for all checking/spending accounts is \$5.00. Dividends are earned on Smart Checking account balances \$500 and over. Refer to the Dividend Rate Schedule for information regarding the current dividend rate. The dividend rate may vary and be adjusted at any time without prior notice to you.
- 5. CERTIFICATE ACCOUNTS Certificate accounts are governed by the terms of this Truth in Savings Act Disclosure and the terms set forth on the certificate disclosure for each certificate account. Refer to the certificate disclosure for information regarding dividend rates, payments of dividends, APY, compounding, and account balance requirements.
- 6. MONEY MARKET ACCOUNTS –. The minimum opening balance for the Money Market Account is \$2,500 and dividends are not earned on balances below \$2,500. For the Ultra Money Market Account, the minimum opening balance is \$25,000 and dividends are earned on all balances. If the average daily balance for a calendar month is below \$25,000 in the Ultra Money Market Account, a monthly fee will be charged. Both Money Market account types accrue dividends based on variable tiered rates, according to account balances. Refer to the Dividend Rate Schedule and Consumer Fee Schedule for information regarding the current dividend rates, tiers and fees. Variable dividend rates and tiers may adjust at any time without prior notice.
- 7. HOLIDAY SAVER AND SUMMER SAVER ACCOUNTS A minimum opening deposit between \$20 and \$500 is required at the time a Holiday Saver or Summer Saver account is opened. A minimum automated recurring deposit between \$20 and \$500 is required from a Mission Fed savings, checking, or spending account each month after the opening deposit was made. No additional deposits other than the recurring automated deposits are permitted. Changes to the amount of the automated monthly deposit can be made at any time, provided the \$20 minimum and \$500 maximum is maintained. A recurring automated deposit does not occur in December for the Holiday Saver and may be skipped up to two consecutive summer months for the Summer Saver. Dividends are posted annually and the entire balance is automatically transferred to the designated share on November 10th for the Holiday Saver and on July 10th for the Summer Saver. Manual withdrawals made outside of November 10th and January 5th for the Holiday Saver and June 1st and July 10th for the Summer Saver will result in a loss of accrued dividends. Recurring automated deposits will continue for a new term provided the Holiday Saver and Summer Saver account is still being offered. Refer to the Dividend Rate Schedule for information regarding the current dividend rate. The dividend rate may vary and be adjusted at any time without prior notice to you. Only one Holiday Saver and one Summer Saver are allowed per member.
- 8. CHECK DEPOSIT ENDORSEMENT All financial institutions are required to comply with the endorsement standards requirements governed by applicable Federal and State law. The overall purpose of these laws is to speed check processing.

 You agree to be responsible for the payment of reasonable damages which may be filed against Mission Fed as a result of the acceptance of a check deposited by you which does not comply with the endorsement standards requirements.

 Mission Fed may endorse checks payable to you and received for deposit to your account.
- 9. **SECURITY INTEREST/STATUTORY LIEN** Your Account is secured by all other shares you hold now or in the future, directly or indirectly, in individual or joint Mission Fed accounts, regardless of source, as allowed by law. In the event of default or breach of membership obligation we may apply funds in your share accounts to any obligation(s) owed to Mission Fed without further notice or legal process, except where required by law. Refer to Security Interest/Statutory Lien in the Account Agreement and Disclosures for additional information.
- 10. **AGREEMENT TO ARBITRATE DISPUTES AND CLAIMS** The Binding Arbitration Agreement set forth in the Account Agreement and Disclosures applies to this account and is hereby incorporated by reference as if set forth in full herein.



FUNDS AVAILABILITY POLICY

- 1. YOUR ABILITY TO WITHDRAW FUNDS We may delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds and Mission Fed will not use the funds to pay transactions that you have authorized.
- 2. **DETERMINING THE AVAILABILITY OF A DEPOSIT** The length of the delay is counted in business days from the day of deposit. Every day is a business day, except Saturdays, Sundays and Federal holidays. If you make a deposit before the close of business for that day, or before the posted cutoff time for deposit boxes and Automated Teller Machines (ATMs), we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business, after the posted cutoff time, or on a day we are not open, we will consider the deposit to have been made on the next business day we are open. For deposits sent by mail, the day of deposit will be the business day on which we receive your deposit.
- 3. **SAME-DAY AVAILABILITY** Cash and funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from your check deposits are available on the day we receive the deposit unless a delay is applied. Refer to Sections 4 9 of this policy for details on delayed funds availability. Same-day availability includes but is not limited to:
 - U.S. Treasury checks that are payable to you;
 - Wire transfers;
 - Checks drawn on this Credit Union;
 - State and local government checks that are payable to you;
 - Cashier's, certified, and teller's checks that are payable to you; and
 - Federal Reserve Bank checks, Federal Home Loan Banks checks, and postal money orders, if these items are payable to you.
- 4. **SECOND BUSINESS DAY AVAILABILITY** In some cases, we will not make all funds from your check deposit available on the same day we receive your deposit. At least \$225, however, will be available immediately. The remaining funds will be available on the second business day after the day of your deposit.
- 5. LONGER DELAYS MAY APPLY Funds you deposit by check may be delayed for a longer period under the following circumstances:
 - We believe a check being deposited will not be paid;
 - If you deposit checks totaling more than \$5,525 on any one day;
 - If you redeposit a check which has been returned unpaid;
 - · You have overdrawn your account repeatedly in the last six months; or
 - There is an emergency, such as failure of communications or computer equipment.

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

- 6. 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 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 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 seventh 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. If you are a new member using Mobile Deposit, we may delay the availability of your check deposits and funds will generally be available no later than the seventh business day after the day of deposit.
- 7. **FOREIGN DEPOSIT ITEMS** Deposit items payable in currency other than U.S. dollars ("foreign items") are subject to an extended hold. The length of the hold will vary and will be disclosed at the time of deposit. The length of the hold may exceed time frames applicable for domestic items.
- 8. **ATM DEPOSITS At ATMs Owned and Operated by Mission Fed -** All ATMs that we own or operate are identified as our machines. Cash deposits will be available on the day of your deposit. Checks drawn from Mission Fed, postal money orders, U.S. Treasury, and state government checks payable to you will be available on the first business day after the day of your deposit. Generally, for all other check deposits, at least \$225 will be available immediately. The remaining funds will be available on the second business day after the day of your deposit. Funds may be delayed for a longer period under the circumstances described in Section 5 Longer Delays May Apply. In these instances, funds will generally be available no later than the seventh business day after the day of your deposit.
 - At ATMs Not Owned and Operated by Mission Fed Generally, at least \$225 from any deposit (cash or check) made at ATMs not owned or operated by Mission Fed, will be available immediately. The remaining funds will be available on the second business day after the day of your deposit. Funds may be delayed for a longer period under the circumstances described in Section 5 Longer Delays May Apply. In these instances, funds will generally be available no later than the seventh business day after the day of your deposit. Consult the ATM of deposit for specific cutoff times.
- 9. **MOBILE DEPOSITS** We may delay the availability of funds from checks deposited through the Mission Fed Mobile Banking application. Generally, at least \$225 from your check deposit will be available immediately. The remaining funds will be available by the second business day after the day of deposit. Funds may be delayed for a longer period under the circumstances described in Section 5 Longer Delays May Apply. In these instances, funds will generally be available no later than the seventh business day after the day of your deposit.



ELECTRONIC FUNDS TRANSFERS AGREEMENTS AND DISCLOSURES

Mission Fed may receive or send electronic transfers of funds to or from your account. In addition, you may contract with a third party to transfer funds via Automated Clearing House (ACH) from your Mission Fed account to a third party. Agreement and disclosure information applicable to all electronic services offered to you are given below, with additional information for each service following in separate sections. You understand the agreements, rules, and regulations applicable to your saving(s), money market, checking /spending account(s), and any other applicable account(s) remain in full force and effect and continue to be applicable, unless specifically modified.

- 1. GOVERNING LAWS Mission Fed may, on your behalf, accept deposits to and make payments from your accounts which have been transmitted through one or more ACH transactions that are not governed by the Electronic Funds Transfer Act. 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 and as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account. Any wire transfers sent or received may involve Fedwire and, therefore, will be subject to the provisions of Federal Regulation J.
- 2. CUT-OFF TIMES FOR WIRE TRANSFERS Unless otherwise provided by Mission Fed, the cut-off time for receipt and processing of outgoing wire transfer orders shall be 1:00 p.m. Pacific Standard Time and 3:00 p.m. Pacific Standard Time for incoming wire transfer orders on each funds transfer business day. The same cut-off time shall be applicable to communications canceling or amending a payment order, and we may require cancellations and amendments in writing. Wire transfer orders are processed Monday through Friday, excluding holidays. Outgoing wire orders received on Saturday will be processed on the following business day.
- 3. **PROVISIONAL CREDIT** Electronic deposits to your account are provisional until Mission Fed receives final settlement through a Federal Reserve Bank. If Mission Fed does not receive final settlement, you agree Mission Fed may reverse the credit to your account.
- 4. **PREAUTHORIZED DEPOSITS** A preauthorized deposit is a request in writing to have electronic deposits made to your account. You can get copies of the preauthorized payment documentation from the third party providing the payment to you. If you have arranged with a third party (for example, your employer or Social Security Administration) to make preauthorized deposits to your account at least once every 60 days, the third party making preauthorized deposits may agree to notify you every time they send Mission Fed money to deposit to your account. You can verify that the deposit was made by contacting Mission Fed.
- 5. **NOTICE OF VARYING AMOUNTS** If the regular electronic payment varies in amount, the payee should tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.
- 6. **NOTICE OF ACH ITEMS** As allowed under the operating rules of the NACHA, which are applicable to ACH transactions involving wholesale credits received by companies and individuals, we will not issue next day notice of receipt of an ACH item. We will notify you of the receipt of an ACH item via your periodic account statement. Payment-related information transmitted with corporate ACH transactions may be provided within two business days of the settlement date if requested.
- 7. **INCONSISTENT BENEFICIARY NAME AND ACCOUNT NUMBER ON ELECTRONIC TRANSACTIONS** If a beneficiary of an incoming electronic transaction is identified by name and an identifying number or account number, payments made to the beneficiary may be made on the basis of an identifying number or account number, even if the number identifies a person different than the named beneficiary.
- 8. INCONSISTENT NAME AND IDENTIFICATION NUMBER OF INTERMEDIARY FINANCIAL INSTITUTION FOR OUTGOING ELECTRONIC TRANSACTIONS If you give Mission Fed a payment order identifying any financial institution by name and by routing/transit or other identifying number, a receiving financial institution may rely on that number as the proper identification even if it identifies a financial institution different from the named bank.
- 9. **ELECTRONIC CHECK CONVERSIONS** You may use information from your check to initiate a one-time electronic fund transfer from your account. Recurring transfers can be made in writing or when you authorize a third party through electronic debits.
- 10. **OUR LIABILITY** If Mission Fed does not properly complete a transfer to or from your account as you have directed, we will be liable for your losses and/or damages. However, some exceptions apply. Mission Fed will not be liable: (a) if your account does not contain enough money to make the transfer, in which case a fee will be charged for each insufficient funds transaction; or (b) if your account is frozen because of a court order or some similar reason; or (c) if the electronic funds transfer system is not working properly and you know this at the time of the transfer; or (d) if circumstances beyond our control (such as fire or flood) prevent the transfer.
- 11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS In case of errors or questions about your electronic transfers, telephone us at 858.524.2850 or 800.500.6328, or write us at Mission Federal Credit Union, PO Box 919023, San Diego, CA 92191-9023 as soon as you can if you think your statement or receipt is incorrect, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we send 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 and date of the suspected error.

If Mission Fed is notified verbally, we may require you send us your inquiry in writing within ten (10) business days. Mission Fed will tell you the results of our investigation within 10 business days (20 business days if your account has been open 30 days or less) after we hear from you, and Mission Fed will correct any error promptly. If additional time is required, Mission Fed may take up to 45 days (90 days if [1] the transaction is a foreign initiated transaction; [2] the transaction is a Point-of-Sale debit card transaction; or [3] your account has been open 30 days or less) to investigate your complaint or question. In this instance, 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 Mission Fed asks you to put your complaint or question in writing and we do not receive it within ten (10) business days, Mission Fed may not re-credit your account. If we decide 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 we used in our investigation.

- 12. OVERDRAFT TRANSFERS FROM YOUR LINE OF CREDIT, CREDIT CARD LOAN ACCOUNT, SAVINGS AND MONEY MARKET If you instruct us, Overdraft Transfers on your account will be used to pay transactions if necessary. Please refer to the Overdraft Protection Services section in the Checking/Spending Account Disclosure for additional information.
- 13. RIGHT TO STOP PAYMENT OR RIGHT TO RESCIND ELECTRONIC FUND TRANSFER AUTHORIZATION You can stop regular payments from your account by notifying Mission Fed in time for us to receive your request three or more business days before the payment is scheduled for withdrawal from your account. All stop payment requests must be in writing by an account signer for the stop payment to remain valid. Any stop payment request not signed by an account signer will be valid for 14 calendar days. There is a fee for processing or canceling a stop payment. If you order Mission Fed to stop one of these payments, and we do not do so, Mission Fed will be liable for your losses or damages. You may not stop payment on Card* transactions. (*For definition of Card, refer to the Mission Fed Card Agreements and Disclosures.)
- 14. **EXCLUSIONS** Regulation E (Electronic Fund Transfer Act) applies only to transactions for consumer accounts (accounts established for personal, family or household purposes). Reasonable efforts are made to service business accounts in a similar manner; however, timing, error resolution, and reimbursement guarantees present with consumer account transactions are not guaranteed for business account transactions.

Automated Phone System, Mission Fed Online Banking and Mobile Banking

AUTOMATED PHONE SYSTEM – Mission Fed's Automated Phone System is a convenient, 24-hour a day, telephone banking service which enables you to perform select financial transactions where there is a touch-tone phone. Upon enrollment in the service, a system-generated personal identification number (PIN) will be mailed to your address on file. A PIN is needed each time you access the Automated Phone System. Services available, but not limited to (transaction limitations and restrictions may apply):

- 1. Transfer funds
- 2. Loan payments
- 3. Obtain account and loan balance and history
- 4. Change your PIN and preferences

We may offer additional services from time to time. When you perform any available transactions now or in the future, you are subject to all the terms for those accounts and the Agreements and Disclosures. Transactions are usually posted to the appropriate accounts on the same business day. Access to the System may be discontinued without notice.

Personal Identification Number (PIN) – A valid PIN is required to access your account. Disclosing your PIN constitutes authorization for use and you remain liable for any and all subsequent transactions. Your PIN should be memorized. If you forget your PIN, you can have your PIN reset by contacting us. You authorize us to follow any instructions entered through the service using your PIN.

Transfers between Membership Accounts - Transfers may be made between different membership accounts with appropriate authorization if the account ownership arrangement is the same on each of the membership accounts. If the account ownership arrangement is not the same, written authorization must be received from ALL account signers on the membership accounts to be accessed via the system. If you wish to rescind access of any account signer or to terminate the access arrangements, you must notify Mission Fed in writing.

MISSION FED ONLINE BANKING - Internet banking is available through our Mission Fed Online Banking service. Refer to our website at www.missionfed.com for Online Banking Agreements and Disclosures.

MOBILE BANKING – Mobile banking is offered as a supplemental service to Mission Fed Online Banking and its terms and conditions apply. Not all Mission Fed Online Banking services are offered via Mobile Banking. Mobile Banking may not be accessible utilizing certain network carriers or mobile devices. Refer to our website at www.missionfed.com for Online Banking Agreements and Disclosures.

