

# MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

## 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).

- 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 Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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. Funds from all other check deposits will be available on the seventh 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](http://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](http://www.missionfed.com) for Online Banking Agreements and Disclosures.