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I. INTRODUCTION

This disclosure contains the rules which govern your account(s) with us. Please read this disclosure carefully. By signing the Membership Application and Agreement card or by continuing to have an account with us, you agree to these rules, our by-laws, and any by-law amendments. You agree to pay the fees we charge, and you give us the right to collect any fees, as earned, directly from your account balance. You will receive a separate schedule of current dividend rates and qualifying balances and Annual Percentage Yields (APYs) on all Share Accounts and a Fee Schedule. The Rate Sheet and the Fee Schedule, as amended from time to time, are incorporated by reference into this Agreement and made part of it.

As used in this disclosure, the words "we," "our," and "us" mean CFCU and the words "you" and "your" mean the owner(s) of the account(s) and any "agent" appointed on behalf of the owner(s) to sign on the account in a representative capacity.

A. CHEVRON FEDERAL CREDIT UNION "CFCU" - CFCU is a federally chartered credit union. CFCU is a cooperative non-profit financial organization. It provides members with a place to save, a source of loans at reasonable rates and offers related financial services.

B. MEMBERSHIP - As a member, you are entitled to use the services of CFCU. To maintain your individual membership, you must keep a balance of at least \$25.00 in your Primary Savings Account at all times. To maintain a Joint membership account, a balance of \$50.00 must be maintained. Should the balance in your Primary Savings Account fall below \$25.00 (or \$50.00 for Joint membership account) CFCU will assess a monthly Low Balance fee. CFCU can also restrict or discontinue any or all services normally available to you; and if you do not restore the minimum balance in your Primary Savings Account within six months of the reduction, your membership will terminate. If you cause a loss to CFCU due to bankruptcy, charge-off, overdraft, or member-perpetrated fraud, CFCU will terminate all services other than maintenance of a single Share Account and the right to vote at annual meetings and special meetings. Members whom CFCU determines are abusive to staff may have sanctions imposed upon them, including denial of access to CFCU premises, denial of services which involve direct contact with CFCU employees (via in person, telephone or electronic media), and/or denial of all services other than the right to maintain a Share Account and the right to vote at annual meetings and special meetings.

C. INSURANCE - Funds in your accounts with CFCU are insured up to \$250,000.00 by the National Credit Union Share Insurance Fund, administered by the National Credit Union Administration, which is an independent agency of the United States Government. Individual Retirement Accounts (IRA's) are insured separately to \$250,000.00.

D. COMMENTS OR CONCERNS - You may discuss any comments or concerns about your membership or your accounts by visiting a local CFCU branch, by sending a secure message through PC Access via Secure Support or by contacting our Call Center at 800-232-8101. If you cannot resolve the issue, you can contact:

Chairperson of the Supervisory Committee
Chevron Federal Credit Union
Post Office Box 2069
Oakland, CA 94604
OR
National Credit Union Administration
Region (V)
1230 West Washington St., Ste. 301
Tempe, AZ 85281
(602) 302-6000

E. DEFINITIONS - A number of terms defined by credit union regulations are not generally used by the public. For ease of understanding, we will use the more accepted terminology in the disclosure as listed below:

Share Account - Savings Account

Share Draft Account - Checking Account

Term Share Account - Share Certificate

MarketEdge - Money Market Account

II. TERMS AND CONDITIONS

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

A. AGREEMENT - This agreement is subject to applicable federal laws and the laws of the state of California. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this disclosure is to:

- (1) summarize the existing rules applicable to the more common transactions;
- (2) establish rules to govern transactions or events which the law does not regulate;
- (3) establish rules for certain events or transactions which the law does regulate but permits variations by agreement; and
- (4) give you our Funds Availability, Electronic Fund Transfers and Truth in Savings policy disclosures.

We may permit some variations from this standard agreement, but any variations must be agreed to in writing either on our Membership Application and Agreement card or in some other written form.

No oral statement by any CFCU employee will alter any agreement between you and CFCU.

B. GENERAL TERMS - You must notify us any time you change your name, address, email address or telephone number. We reserve the right to take corrective action, including closing the account if we suspect identity theft or fraud. We will notify you before we close your account.

We may endorse checks for you that we receive.

We require any U.S. person who opens a new account to provide a certified Taxpayer Identification Number (TIN) or certified Social Security Number (SSN) for tax reporting purposes.

We may open additional accounts using the information you supplied on the Membership Application and Agreement card. The same signers, ownership, beneficiaries, and TIN or SSN must be utilized for all additional accounts.

Each signer is liable for the debts owed on the account even if the signer did not incur the debt.

If we believe there is a dispute over the control or ownership of your account(s), we may freeze the account balance(s) and not release funds until all signers agree to the ownership in writing or we receive a court order.

We may make inquiries about you or obtain credit reports.

C. LIABILITY - Each of you agrees for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of your account(s) and the Fee Schedule that we may impose. You authorize us to deduct these fees directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account deficit resulting from charges or overdrafts, whether caused by you or another individual authorized to withdraw from your account(s), and our costs to collect the deficit to the extent permitted by law. If we reasonably believe you have violated the terms of this agreement, you agree that at our option we may deny all services except the right to maintain a Share Account and to vote.

D. DEPOSITS - Deposits can be made by automatic payroll deduction, direct deposit, at CFCU's proprietary automated teller machines (ATMs), any CO-OP ATM that accepts deposits, in person at any CFCU Branch or at a CU Service Center, or by mail or via eDeposit/PC Access. Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our daily cut-off time on a business day we are open, or received on a day we are not open for business, will be treated and recorded as if initiated on the next business day that we are open.

E. NATURE OF DIVIDENDS - Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. Dividends cannot be guaranteed. Except for Certificate Accounts and MarketEdge Accounts, dividend rates and corresponding annual percentage yields are not set in advance.

F. CREDIT UNION (CU) SERVICE CENTERS - Members may conduct transactions affecting their CFCU accounts at CU Service Center locations. All transactions conducted at CU Service Center locations are subject to CU Service Center operating procedures, policies, and fees. Transactions are subject to CFCU's account terms and disclosures, and are subject to verification by the Credit Union Service Center accepting the deposit.

Services offered include: Deposits, withdrawals, check cashing, account inquiries, transfer of funds, loan payments, loan advances, travelers checks, money orders or equivalent. CU Service Center transactions may be subject to a CU Service Center fee.

Members will receive a receipt for each transaction from CU Service Centers. Transactions received through CU Service Centers are processed on the same business day. All CU Service Center transactions will be described on your monthly statement for the account used. Transactions will be posted to your account upon receipt by CFCU.

G. TRANSACTION LIMITATIONS - There is no limit to the number of withdrawals or internal account transfers from your Savings or MarketEdge Accounts made at ATMs, by writing to CFCU, or at CFCU teller windows. However, per federal regulations, during any monthly statement period, not more than six transfers by any other method (examples are listed below) may be made from your Savings Account or MarketEdge Account, including transfers within CFCU. These limitations apply to account transfers or payments initiated by Telephone Access, PC Access, and any other terminal that enables you to make electronic transfers, as well as preauthorized or automatic transfers.

H. WITHDRAWALS - Subject to the limitations in this agreement and funds available in your account, you can withdraw from any of your accounts in person at any of our offices or at any CU Service Center, at any of our own ATMs, at any CO-OP location, or at any ATM which is part of a network in which we participate. You can also request a withdrawal directly from CFCU in writing or by telephoning a member of our staff. Personal telephone withdrawals and PC Access withdrawals will be made only by transfer into a specified CFCU Account of yours, or by CFCU checks payable to the primary member and mailed to the primary member's address as shown on our records. You can also arrange for regular pre-authorized payment transfers.

Right of Notice: Except for amounts paid to or held in any of your Checking Accounts, CFCU's Board of Directors reserves the right to require you to give us up to 60 days' advance written notice of an intent to withdraw from any of your Savings Accounts. Any person who is identified as a present owner of a Savings Account or as a person authorized to transact business on the account, or as documented on the Membership Application and Agreement card, including any agents, may withdraw or transfer all or

Master Account Agreement and Disclosure

TRUTH IN SAVINGS
ELECTRONIC FUND TRANSFER
FUNDS AVAILABILITY

Thank you for opening an account with Chevron Federal Credit Union. By doing so and by depositing money in the account, you and the Credit Union agree that the account and all transactions to the account will be governed by this Master Account Agreement and Disclosure, the Membership Application and Agreement card and the Credit Union's by-laws and procedures.

Your Credit Union offers a selection of accounts to meet all of your financial needs, including Savings Accounts, Checking Accounts, Money Market Accounts, Share Certificates, and tax-deferred IRAs.

This is a Master Account Agreement and Disclosure of the terms of all Chevron Federal Credit Union accounts, as well as the terms of use of Automated Teller Machines, PC Access, and Telephone Access. This agreement supplements the terms of the Membership Application and Agreement card which provides signatures and authorizations.

When you open a specific account you will also receive a receipt for the deposit. A notice of additional terms will be mailed to you if necessary. Not all of the terms spelled out in this disclosure apply to every account. Refer to the sections that apply to the specific type of account that you opened.

Keep this agreement, as well as a copy of the original account receipt and any other account confirmation, with your permanent documents.

Your periodic statements will let you know the status of your account.

any part of the account balance at any time on forms approved by us. Each of you authorizes each other person who signed the Membership Application and Agreement card to endorse any item payable to you or your order for deposit to your account(s) or for any other transaction with us. Unless we have received written notice of your postdating, we may charge any check against your account without regard to any date on the check. While we may elect to honor a withdrawal request which would overdraw the collected account balance, we are not obligated to do so except as required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted or which exceeds any frequency limitation. When we receive a withdrawal request in any form which does not conform to all requirements of this agreement, including any frequency limitations, we may elect to honor the request and (or) to close your account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. Withdrawals from a Share Certificate prior to maturity may be restricted and may be subject to penalty.

I. OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - The account ownership and any beneficiary designation described below and as provided in your Membership Application and Agreement card will apply to all Savings Accounts, Checking Accounts, Share Certificates and Money Market Accounts you hold with CFCU, except as provided on our records for any specific account. We reserve the right to limit forms of ownership on any or all of the accounts we offer. **Individual Account** - This account is issued to one person who does not intend (merely by opening this account) to create any rights in any other person. **Joint Account** - This account is equally owned and controlled by each owner of record during their joint lifetimes. Upon the death of any joint owner, ownership passes to the surviving owners on the account. **P.O.D. Account with Single Party** - This account is owned and controlled during his or her lifetime by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s). **P.O.D. Account with Joint Owner(s)** - This account is owned and controlled by the named owners during their joint lifetimes. Upon the death of any of them, ownership passes to the surviving owners. Upon the death of all of them, ownership passes to the named pay-on-death payee(s). Beneficiaries of a P.O.D. account acquire the right to withdraw only if (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all owners, such beneficiaries will own this account in equal shares unless otherwise stated, without right of survivorship. The person(s) creating a P.O.D. account reserve(s) the right to: (1) change beneficiaries; (2) change account types; and (3) withdraw all or part of the deposit at any time. **Trust Account Subject to Fiduciary Account Agreement** - You will abide by the terms of the separate agreement, including the terms of the trust as to which you furnish a Certification of Trust to CFCU as evidence of your authority to open one or more such accounts with CFCU. **Uniform Transfers to Minors Act (UTMA) Account** - UTMA accounts are irrevocable custodial accounts held for the benefit of a minor. A separate UTMA agreement is required for each beneficiary. The account custodian has access to the account but the funds must be used exclusively for the minor's benefit. Income taxes on the account's earnings are paid by the minor. When the minor reaches age 18 (in most cases) the UTMA Account terminates and the account custodian must transfer the balance of the account to the surviving minor.

J. ACCOUNT TRANSFERS - Your account(s) may not be transferred or assigned without our prior written consent. No membership rights are transferred with the transfer or assignment of all or any part of a CFCU Savings Account.

K. FICTITIOUS BUSINESS NAME ACCOUNTS - If the name in which the account is held is fictitious, each owner represents that one or more of the owners have the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

L. PLEDGES OF AND LIENS ON SHARES - Unless you advise us differently in writing, each lifetime member of your account(s) may pledge all or any part of the funds in it for any purpose to which we agree. Except as prohibited by applicable laws, the ownership interests of any parties to a CFCU Savings Account are subject to a lien on the balance to the extent of any obligations of any of them (other than an obligation which is fully secured by real property) to CFCU. Any pledge or lien on your account(s) must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or Trust Account beneficiary become effective. For example, if one joint tenant or other account member becomes obligated to CFCU (other than an obligation which is fully secured by real property) and then defaults on the obligation or dies, (1) the rights of any owner, surviving owner or P.O.D. beneficiary in the affected Share Account(s) do not take effect until the debt has been satisfied and (2) the debt may be satisfied with the funds in this account.

M. AMENDMENTS AND TERMINATION - We may change our by-laws and any term of this agreement. We will give you reasonable notice of such changes in writing or by any other method permitted by law. We reserve the right to close your account(s) if membership in CFCU of all account owners terminates. We reserve the right to terminate all services other than the maintenance of a single Savings Account and the right to vote at regular and special meetings if you cause a loss to CFCU due to bankruptcy, charge-off, overdraft, or if you commit fraud. Notice from us to any one of you is notice to all of you.

N. STATEMENTS - You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized payments or other entry that is inconsistent with your records, you must promptly notify us of the relevant facts within 60 days of the date you receive your statement. If you fail to do so, we may require you to share the loss with us, or bear the entire loss yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could include items on the statement as well as other items forged or altered by the unauthorized party.

O. AUTOMATED CLEARING HOUSE ("ACH") -

Notice of Receipt of ACH Items - Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, CFCU is not required to give next day notice to you of receipt of an ACH item, and CFCU will not do so. However, CFCU will continue to notify you of the receipt of payments in the periodic statements CFCU provides to you.

Provisional Payment - Credit given by CFCU to you with respect to an automated clearing house credit entry is provisional until CFCU receives final settlement for such entry through a Federal Reserve Bank. If CFCU does not receive such final settlement, you agree that CFCU is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

Choice of Law - CFCU may accept on your behalf payments to your account which have been transmitted through one or more automated clearing houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

P. DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the payor for any reason, you authorize us to deduct the amount of our liability to the Federal Government or anyone else from your account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Q. ESCHEATMENT - Many states require that after a period of time as specified by state law, if there is no activity by you on any of your account(s), such as making a deposit or withdrawal or writing to us about your account, or having contact with us as shown on our records, we must notify your state of residence and in some cases we are required to turn over the balance of the inactive accounts to that state. We will comply with any notice requirements and turn over requirements imposed by your state.

R. RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on items you write. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

S. FACSIMILE AND OTHER SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money that are drawn on any of your CFCU accounts, so long as the item which authorizes payment or a transfer of your funds appears to us to contain your signature as it appears on our records. For purposes of this section, your signature includes any Personal Identification Number (PIN) or other access code we have authorized you to use for PC Access, Automatic Teller Machines (ATMs), Point-of-Sale (P.O.S.) transactions, transactions initiated through Telephone Access, as well as your signature on any account agreement or other document you have provided to enable us to verify your signature. You understand and agree that we may hold you responsible to the maximum extent permitted by law for any transaction authorized by your signature as described above, regardless of any requirement for more than one signature that may have been established between you and any other owner of the account from which a payment or transfer is made.

T. RIGHT TO REPAYMENT OF INDEBTEDNESS - You agree that we may (without prior notice and when permitted by law) charge against and deduct from your account(s) any due and payable debt owed to us now or in the future by any of you having a right of ownership and control of the account(s) when the obligation was incurred, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note or any credit line, any due and payable debt includes the total amount we are entitled to demand under the terms of the obligation at the time we charge the account. If the underlying obligation is subject to acceleration upon default, the total amount we are entitled to demand may include the entire remaining principal balance plus all accrued finance charges and any late payment or other fees as provided in the note or credit line agreement.

Our right to repayment under this Paragraph II.U does not apply to your account if it was an Individual Retirement Account or other tax-deferred retirement account. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct from your account an amount owed to us by any owner of the account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

U. AGENTS - An agent is someone you authorize to have access to your account(s) on your behalf. This may be done by allowing your agent to sign on the space as an authorized signer on the signature card, or by separate form (such as a power of attorney). An agent is not an owner of the account. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or to establish an agency account. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.

V. DISCLOSURE TO THIRD PARTIES - We will disclose information to third parties about your accounts, or the transfers you engage in: 1) where it is necessary for completing the transaction, 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, 3) in order to comply with orders of a government agency or a court to which we are subject, or 4) if you give us your written permission.

Refer to the "A Privacy Pledge to Our Credit Union Members" that was provided to you when you opened your account for further details. Annually you will receive a copy of CFCU's privacy policy.

W. WITHHOLDING - To the extent permitted under applicable laws, your failure to provide the correct Taxpayer Identification Number, usually the taxpayer's Social Security number, will expose you to any penalty assessed by the Internal Revenue

Service (IRS) against CFCU. CFCU has the right to withhold amounts required by federal tax laws from withdrawals and all other reportable payments if you or the IRS advise us that you are subject to backup withholding, or if you fail to give us your correct Taxpayer Identification Number/Social Security number.

X. PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to maintain careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Y. SANCTIONS - If you engage in any type of abusive conduct towards a CFCU employee, CFCU may impose sanctions against you, including:

- (1) Denial of access to CFCU premises;
- (2) Denial of services which involve direct contact with CFCU employees, either in person, via telephone, or through electronic media; and/or,
- (3) Denial of all services other than the right to maintain a Savings Account and the right to vote at annual meetings and special meetings, which cannot be limited without a vote of the entire membership.

Abusive conduct includes but is not limited to the following behaviors directed towards CFCU and its employees: any type of harassment; use of profane, demeaning, intimidating or threatening language; actual or implied threats of bodily harm or property damage; vandalism or unauthorized removal of CFCU property or signage; and actual or attempted coercion or interference with CFCU employees in the performance of their duties at any time.

III. FUNDS AVAILABILITY

This policy statement applies to all your Share Accounts with us.

Our policy is to make funds from your deposits generally available to you immediately.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for any amounts you deposit that are returned to us unpaid and for any other problems involving uncollected funds in your deposit.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 P.M. at a CFCU drop box (cutoff times may vary on some days or at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 P.M. at a CFCU drop box or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Electronic direct deposits will generally be available on the first business day after the day we actually collect the funds. At that time, except if notified otherwise, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of deposit you made.

LONGER DELAYS MAY APPLY

Case-by-Case Delays - In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of deposit you made, funds may not be available until the second business day after the day of your deposit. However, at a minimum, the first \$200 of your deposits will be available on the same day we receive your deposit.

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

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

Safeguard Exceptions - Funds you deposit by check may also be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposit will not be paid.
- (2) You deposit checks totaling more than \$5,000 on any one day.
- (3) You redeposit a check that has been returned unpaid.

- (4) You have overdrawn your account repeatedly in the last six months.
- (5) 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 notify you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

NEW ACCOUNTS

The following rules will apply during the first 30 days your account is open.

Electronic direct deposits will generally be available on the first business day after the day we actually collect the funds. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

CHECK ENDORSEMENT RULES

The Funds Availability Act requires payee endorsements to appear within 1 1/2 inches from the "trailing" edge on the back of all checks. The trailing edge is on the left as you look at the front of a check; use the same edge on the back (which is directly behind the printed address on the front) to determine your endorsement area.

This limited endorsement area must also be used for: 1) any subsequent endorsements (i.e., if you endorse a check and then give it to someone else to negotiate, his/her endorsement must also appear within this area), and 2) any requested identification information.

If you write anything outside of the 1 1/2 inch area, the check may be returned unpaid or delayed in its processing. Any liability due to the improper placement of your endorsement will be passed on to you as a charge against your account. You are liable for any charges due to your improper endorsement.

IV. ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of electronic fund transfers we will accept, some of which may not apply to your account.

Electronic Fund Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic fund transfers between your CFCU account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and CFCU information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your CFCU and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- (1) **Preauthorized Credits** - You may make arrangements for certain direct deposits (such as Chevron Corporation or U.S. Treasury (Social Security)) to be accepted into your Checking, Savings, or MarketEdge Account(s).
- (2) **Preauthorized Payments** - You may make arrangements to pay certain recurring bills from your Checking, Savings, or MarketEdge Account(s). Please note: All preauthorized payments, payments and transfers of funds described in this Part IV are subject to the Transaction Limitations described above at II.G.
- (3) **Electronic Check or Draft Conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your Checking or Share Draft Account using information from your check or draft to pay for purchases or pay bills.
- (4) **Electronic Returned Check or Draft Charge** - You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Telephone Access Transfers - You may access your account by telephone 24 hours a day at 510-627-5000 or 800-232-8101 using your personal identification number, a touch tone phone, and your account numbers to:

- (1) transfer funds between your Checking, Savings and MarketEdge Accounts
- (2) transfer funds from your MarketEdge, Checking or Savings Account to the MarketEdge, Checking, Savings Account or loan of any other CFCU member (cross-account transfers may only be made out of the accounts owned by the person whose PIN is used to initiate the transfer)
- (3) make loan payments to us from your Checking, Savings, or MarketEdge Accounts
 - (a) You may transfer no more than \$50,000.00 per payment

ATM Transfers - You may access your account(s) by using your CFCU ATM/Debit Card and Personal Identification Number (PIN) at ATMs we own, or whose owners participated in ATM networks to which CFCU belongs, to:

- (1) make deposits to Checking, Savings, or MarketEdge Account(s)
- (2) get cash withdrawals up to a combined total of \$500.00 a day from your designated Savings Account, Checking Account, MarketEdge Account or approved Line-of-Credit Account, not to exceed your account balance(s) or approved credit limit
- (3) transfer funds between your Checking, Savings, MarketEdge or Line-of-Credit Account(s)
- (4) obtain your Checking, Savings, MarketEdge or Line-of-Credit Account balance

Some of these services may not be available at all terminals.

Lost or Stolen ATM/Debit Card and (or) PIN - If you believe that your ATM/Debit Card and PIN has been lost or stolen, or that someone has transferred, or may transfer, money from your account without your permission, please contact us using any one of the following methods:

- (1) Call 510-627-5000 or 800-232-8101
- (2) Write to us by e-mail to: cfcumail@chevronfcu.org
- (3) Write us at the following address: Chevron Federal Credit Union, P.O. Box 2069, Oakland, CA 94604

Ownership of Card - The ATM/Debit Cards remain the property of CFCU and you agree to surrender the Cards to us upon our demand. We may cancel, modify, or restrict any use of any ATM/Debit Card without notice if your account is overdrawn; if we are aware that you have violated any term of the ATM/Debit Card Agreement and Disclosure, whether or not we suffer a loss; or where necessary to maintain or restore the security of your account(s) or the ATM system.

General Terms - ATM transactions may involve other CFCU agreements and policies. Wherever applicable, these terms shall apply as well.

In the event of a lost or stolen card, a transaction irregularity, or a material breach of this agreement, the ATM/Debit Card may be retained by the ATM.

This agreement is governed by applicable law. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.

If CFCU files a lawsuit to collect what you owe us, you will pay CFCU's reasonable expenses, including attorney's fees.

This agreement and disclosure applies to all external electronic fund transfers handled by CFCU on your behalf.

Fees and Charges - At the present time, there is no transaction charge for ATM transactions conducted at our own CFCU ATMs. There is also no transaction charge for the first eight cash withdrawals per month at an authorized network ATM, although other institutions may assess a surcharge. Withdrawals in excess of eight per month conducted at an authorized network ATM are subject to a fee (see separate Fee Schedule). If you request a copy of the documentation relative to an electronic fund transfer (except if the documentation is for resolution of a billing error), a fee equal to our reasonable cost of reproduction will be charged. If you have opted-in to Overdraft Protection for ATM and one-time debit card transactions and you overdraw your account through an electronic fund transfer, a fee will apply. Any fees charged will be deducted from your designated Savings or Checking Account.

ATM/Point-of-Sale Transactions - You may access your Checking Account(s) to purchase goods (in person), pay for services (in person), and obtain cash from a merchant, if the merchant permits, or from a participating financial institution. You may use your CFCU ATM/Debit Card to pay for goods and services at retail locations with point-of-sale (P.O.S.) terminals which are members of participating networks. The retailer may charge you a fee for P.O.S. transactions.

Debit Card Point-of-Sale Transactions - You may access your Checking Account(s) to purchase goods (in person, by phone, internet or mail), pay for services (in person or by phone), obtain cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Debit Card Transaction Limitations - Using your card:

- (1) you may not exceed \$2,500.00 in transactions per day with a signature
- (2) you may not exceed \$500.00 in withdrawals per day at ATMs
- (3) you may not exceed \$2,500.00 in transactions per day with Personal Identification Number

Currency Conversion and Cross-Border Transaction Fees - If you conduct a transaction with your ATM/Debit Card in a currency other than US Dollars, MasterCard or VISA will convert the charge into a US Dollar amount. The MasterCard or VISA currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard or VISA as applicable. The exchange rate MasterCard or VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (0.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. VISA charges us an International Service Assessment (ISA) fee of 1% of the transaction amount for multicurrency transactions, and 0.80% for single currency cross border transactions (excluding transactions conducted in US military bases, territories, embassies, or consulates, and single currency funds transfers conducted by the cardholder). As a result, except for the enumerated VISA single currency transactions, we charge you a Cross-Border Transaction fee of 1% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction for MasterCard is a transaction processed through the Global

Clearing Management System of the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder. International transactions are processed either through MasterCard or VISA based on the terminal owner's preferences and not the logo on your card.

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

PC Access Transfers - You may access your account(s) by computer using your personal identification number and your account numbers, to:

- (1) transfer funds from Checking to Savings or MarketEdge
- (2) transfer funds from Savings to Checking or MarketEdge
- (3) transfer funds from MarketEdge to Savings or Checking
- (4) transfer funds from your MarketEdge, Checking or Savings Account to the MarketEdge, Checking, Savings Account or loan of any other CFCU member (cross-account transfers may only be made out of the accounts owned by the person whose PIN is used to initiate the transfer)
- (5) make payments from Checking, Savings, or MarketEdge to loan accounts with us
- (6) make payments from Checking, Savings, or MarketEdge to third parties
 - (a) You may transfer no more than \$50,000.00 per payment
- (7) obtain information about:
 - (a) the account balance of your MarketEdge, Savings, or Checking Accounts
 - (b) deposits made to your MarketEdge, Savings, or Checking Accounts if made within the last 60 days
 - (c) withdrawals made to your MarketEdge, Savings, or Checking Accounts if made within the last 60 days
 - (d) whether an individual check has cleared
 - (e) debits/checks that have cleared your Share Account
 - (f) previous year's dividends as needed for tax purposes
 - (g) year-to-date dividends
 - (h) loan payment and pay-off information

FEES

- (1) We do not charge for direct deposits to any type of account.
- (2) We do not charge for preauthorized payments from any type of account.
- (3) Please refer to our Fee Schedule for additional information about charges.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer.

DOCUMENTATION

Terminal Transfers - Except for transfers of \$15 or less, you can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.

Preauthorized Credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will notify you every time they send us the money.

You can call us at 510-627-5000 or 800-232-8101 to find out whether or not the deposit has been made.

Periodic Statements - You will receive a monthly account statement from us for your Checking or MarketEdge Accounts.

At a minimum, you will receive a quarterly account statement from us for your Primary Savings, Special Purpose Savings, and IRA Accumulative Accounts. You will receive a statement for any month in which there are electronic fund transfers to or from your account.

PREAUTHORIZED PAYMENTS

Right to Stop Payment - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to submit your request in writing and deliver it to us within 14 days after you call.

Please refer to our Fee Schedule for the amount we will charge you for each stop payment order you give.

Notice of Varying Amounts - If these regular payments may vary in amount, the person you are going to pay will notify 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.)

Liability for Failure to Stop Payment of Preauthorized Payment - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for Failure to Make Transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) if you have an overdraft line and the transfer would exceed the credit limit.

- (3) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) if circumstances beyond our control (such as fire, flood, or earthquake) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you. CFCU may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of its Members. However, ATM sites are not subject to our control. You assume the risk of using them since CFCU does not in any way warrant the security or safety of any location. CFCU is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of CFCU regarding your use of ATMs. CFCU will not be liable for consequential damage that you claim results from our failure to complete a transaction.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate privacy disclosure.

UNAUTHORIZED TRANSFERS

Consumer Liability - Notify us at once if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. If you notify us within 2 business days after you learn of the loss or theft of your card and/or PIN your liability is limited to \$50. If you do NOT notify us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had notified us, you are liable for losses up to \$500.

If your statement shows transfers made by card, PIN or other means that you did not make, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

Limited Liability for Debit Card - Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number. You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use. However, you will not be liable for any Point-of-Sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than MasterCard® point-of-sale transactions) that occurs after the close of the 60 days and before you give us notice. Regardless, your liability for unauthorized point-of-sale transactions will be no more than \$50, as described above.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

Contact in Event of Unauthorized Transfer - If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

Notify us immediately at the telephone number or address listed in this disclosure, if you think your statement or receipt is incorrect or if you need more information about an electronic fund transfer recorded 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.

CHEVRON FEDERAL CREDIT UNION
P.O. BOX 2069
OAKLAND, CALIFORNIA 94604
Phone: 510-627-5000 OR 800-232-8101
e-mail: cfcumail.chevronfcu.org

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer in question 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 notify us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if

the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. In such cases, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless all of the owners of this account already had an established account with us before this account was opened.

We will notify you of the results within three 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. More detailed information is available on request.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Have any deposit voucher filled out before you arrive at the ATM. Put your money away and leave the site as soon as you have completed the transaction. Don't key your PIN into the machine when someone is in a position to see the number. Retain all transaction receipts and enter them in your records. Promptly verify all transactions against your periodic statement and report any apparent discrepancies to us.

V. SAVINGS ACCOUNTS

PRIMARY SAVINGS ACCOUNT

Rate Information - The dividend rate and annual percentage yield may change monthly as determined by CFCU's Board of Directors.

Daily Balance Computation Method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting - Dividends will be compounded daily and credited to your account monthly.

Accrual of Dividends on Noncash Deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Dividend Period - The dividend period is a calendar month. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your Savings Account before dividends are paid, you will not receive the accrued dividends for that month.

Minimum Balance Requirements - The minimum balance required to open this account is \$25.00 for individuals, \$50.00 for joint member accounts. Should the balance in your Primary Savings Account fall below \$25.00 for individuals, or \$50.00 for joint members, CFCU will assess a monthly Low Balance fee.

You must maintain a minimum daily balance of \$25.00 in your account each day to obtain the disclosed annual percentage yield.

Transaction Limitations - During any month, you may not make more than six withdrawals or transfers to another account by means of a preauthorized or automatic transfer, computer transaction, or telephonic order or instruction. If you exceed the transfer limitations set forth above, your account may be subject to closure.

Par Value of a Share - The par value of a share in this account is \$25.00.

SPECIAL PURPOSE SAVINGS ACCOUNT

The terms of the Special Purpose Savings Account are the same as the Primary Savings Account, except that there is no minimum balance requirement. Multiple Special Purpose Savings Accounts may be opened. (Please also refer to the Fee Schedule)

SPECIAL PURPOSE YOUTH SAVINGS ACCOUNT

The terms of the Special Purpose Youth Savings Account (My Savings Account) are the same as the Primary Savings Account, except only one My Savings Account per Social Security number may be opened and the primary individual on the account must be less than 22 years of age at time of opening. A special rate/APY may be earned on balances up to and including \$1,000.00. Balances of \$1,000.01 and above will earn our regular share savings account yield. When the primary member reaches 22 years of age the account will convert to a Primary Savings Account.

CLUB ACCOUNT

The terms of the Club Account are the same as the Primary Savings Account, except that there is no minimum balance requirement and the account distribution schedule is established at account opening. Multiple Club Accounts may be opened.

VI. CHECKING ACCOUNTS

Rate Information - The dividend rate and annual percentage yield may change every month as determined by the CFCU's Board of Directors.

Daily Balance Computation Method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting - Dividends will be compounded daily and credited to your account monthly.

Accrual of Dividends on Noncash Deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Dividend Period - The dividend period is a calendar month. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your Checking Account before dividends are paid, you will not receive the accrued dividends.

Minimum Balance Requirements - The minimum deposit required to open this account is \$25.00.

You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

NEW SOLUTIONS CHECKING ACCOUNT

Minimum Balance Requirements - The minimum deposit required to open this account is \$25.00. This account does not earn **dividends**. A monthly fee is applicable, see the Fee Schedule for details.

VII. MARKETEDGE ACCOUNTS

These accounts combine high yields with limited free check-writing privileges. See II.G Transaction Limitations and VIII CHECKING AND MARKETEDGE ACCOUNT TERMS for additional terms.

Rate Information - The dividend rate and annual percentage yield are variable and may change at any time, as determined by the CFCU's Board of Directors.

Daily Balance Computation Method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting - Dividends will be compounded daily and credited to your account monthly.

Accrual of Dividends on Noncash Deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

Dividend Period - The dividend period is a calendar month. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is variable and may change at any time during the month.

If you close your MarketEdge Account before dividends are paid, you will receive the accrued dividends for that month.

Minimum Balance Requirements - The minimum balance required to open this account is \$2,500.00.

Transaction Limitations - During any month, you may not make more than six withdrawals or transfers to another account of yours by means of a preauthorized or automatic transfer, computer transaction, or telephonic order or instruction. If you exceed the transfer limitations set forth above, your account will be subject to closure.

Tiering Structure - See the separate account rate sheet (available online or in branches) for details regarding annual percentage yields and dividend rate tiers, and the minimum balance required for each tier to obtain the rate. Dividend rates specified for tiers are paid on the entire account balance.

VIII. CHECKING AND MARKETEDGE ACCOUNT TERMS

In order for CFCU to honor checks drawn on a Checking or MarketEdge Account, they must be completed in full, signed, endorsed, and MICR encoded professionally.

Checking transactions are governed by the California Commercial Code and our CFCU procedures, as modified from time to time. This applies also to checks drawn against a Line-of-Credit Account, a HELOC Loan, a Credit Card Account, or any other type of loan you may access by using a check.

CFCU is under no obligation to pay a check when the date is more than six (6) months old, but may do so without responsibility to you unless you have placed and continued a written stop-payment order on the check.

CFCU is relieved of all liability for items lost in delivery by U.S. mail or otherwise, or for items sent to you in electronic form but not retrieved by you.

If any mailed statements, vouchers, or notices are returned undelivered by the U.S. mail, CFCU is authorized to destroy them after two years.

Overdraft Protection from available funds in your Share Savings, MarketEdge or Line-of-Credit Accounts will be automatically established. Unless you direct us otherwise, funds to cover an overdraft in your Checking Account will be taken as follows:

- (1) Available funds in your Primary Savings Account will be transferred to the Checking Account in multiples of \$100.00. Should you not have sufficient available funds in your Primary Savings Account to cover the overdraft and you have a Special Purpose Savings Account(s), transfers will be made from this account. Should you not have sufficient available funds in your Primary Savings Account or Special Purposes Savings Account(s) to cover the overdraft and you have a MarketEdge Account(s), transfers will be made from this account. Transfers will be made in multiples of \$100.00. However, such

transfers are limited to a maximum of six per month. Transactions that would cause your Primary Savings Account to be less than \$25 (\$50 for a Joint Account) will not be made.

- (2) Should you not have sufficient available funds in your Primary Savings Account, Special Purpose Savings Account(s) or MarketEdge Account(s) to cover the overdraft and you have other lines-of-credit in good standing with CFCU, these will be used. Loan Advance transfers will be made in multiples of \$100.00. However, no transfers will be made that would cause your Line-of-Credit Account to exceed its limit. These transfers are subject to finance charge from the date of advance as described in the Credit Line Account Agreement and Disclosure.

- (3) At our sole option, we may also honor items for which there are insufficient funds in your account (even if you do not have available Overdraft Protection from a Share Account or line-of-credit account). We will assess the overdrawn fee disclosed on the Fee Schedule.

In addition, you may qualify for Courtesy Pay as described in the overdraft disclosure you received. Should you qualify for Courtesy Pay, you must tell us if you want your Courtesy Pay privileges to include ATM and one-time debit card transactions. If you do not opt-in and you do not have sufficient available funds in your account, these transactions will be denied. Overdrafts are always paid at our discretion, which means that we do not guarantee that we will always authorize and pay any type of transaction clearing against your account.

You must restore any amount by which your account is overdrawn immediately upon our demand. If you prefer that we return any items other than ATM and one-time debit card transactions that would overdraw your account rather than paying them, please notify CFCU in writing.

If there are insufficient available funds in your account to pay a check you have written when it is presented, we may return the check for reason of "Non-Sufficient Funds (NSF) - Unpaid Fee" to the financial institution where it was deposited. If there are insufficient funds in your account to pay a check you have deposited which is returned to us unpaid for any reason, we will charge the amount of the check and any charges to your account. We will transfer funds under your Overdraft Protection plan and not return the check or cause an overdraft unless the transfer will: 1) cause the limit on the number of transfers to be exceeded, 2) reduce the balance in your Primary Savings Account to less than \$25, (\$50 for a Joint Account) or 3) cause your Line-of-Credit Account to exceed its credit limit. At our sole option, we may automatically redeposit any check deposited to your account which is returned to us for any reason, without notice to you. You agree that you will pay CFCU, immediately upon demand, the full amount of any overdraft in your account.

Unless you have overdraft protection to meet overdrafts, CFCU can close the Checking Account upon the third (3rd) overdraft in three months. We will close your account if we reasonably believe CFCU will be exposed to a risk of loss by keeping the account open.

You may stop payment on any check drawn on your account by providing us with a specific description of the check to be stopped before the check has been presented to us for payment. The stop-payment order must be received in time to give us a reasonable opportunity to act on it. The stop-payment order may be given in writing or orally and must precisely and accurately identify the number, date and amount of the item and the payee. We will honor a stop-payment request made by the person who signed the particular item, or by any other person who is authorized to write checks or withdraw funds from the account on which the item was written. CFCU will not be responsible for failing to stop payment on any check which: 1) has not been accurately described, or 2) was presented for payment prior to the time the stop-payment order was received even if we looked and did not discover the check had been presented before the order was placed. Oral stop payments are valid for 14 days unless confirmed in writing. Written stop-payment orders are valid for only six (6) months and must be renewed by you in writing for additional coverage. You agree to pay us the fee disclosed in our Fee Schedule for each stop-payment order you place. Additional limitations on our obligation to stop payment are provided by law.

Postdated checks may be cashed or accepted for deposit if presented by the payee before the date specified on the check. We will not be liable for the consequences of such early payment unless due to gross negligence we pay the item after we received and agree to your written notice of postdating and instruction to not pay the item.

Permanent Records - We will send you monthly statements recording all deposits, checks drawn on your account, transfers, withdrawals, dividends, if any, and charges. If there is more than one owner of the account, the statement will be sent to the address on record for the primary owner unless otherwise requested. At your option, you will be enrolled in e-statements. An e-statement disclosure will be provided at the time of enrollment. You must read and acknowledge the authorization and consent for electronic delivery of notices, provide us with a true, accurate and complete email address, and meet all current and future hardware or software requirements. You must confirm electronically your consent to receive electronic statements and disclosures. You can opt out of e-statements at any time by following the instructions in PC Access, by telephoning CFCU, in person at a CFCU branch, or by sending us an authenticated written request.

Cancelled checks are not returned to you. They are imaged and retained in that form by CFCU. However, photocopies of original checks are available. Photocopies may be requested through PC Access or by calling our Telephone Service Center 24 hours a day.

Errors - Please read your statements promptly to be sure there are no errors. CFCU will be responsible for any errors which we make, provided you notify us in writing within 60 days of your receipt of the statement containing the error. Except as required by applicable law, we will not be liable for our mistakes if you fail to notify us within the 60-day period.

- (1) If we correct any error which we made, or accept any responsibility for a transaction, we have the right to collect the amount credited to your account from anyone else who is responsible. Our crediting your account will result in the automatic assignment to us of your rights to collect the amount from anyone else.
- (2) If we make a careless error in handling your account, our liability will be limited to the actual damages, which is the amount of the check. We will not be liable for consequential damages, such as alleged harm to your credit standing, unrealized profits, emotional distress, or exemplary damages due to a claimed reckless disregard of the consequence of our actions.
- (3) You must exercise reasonable promptness in examining statements to determine whether any payment was not authorized because of forgery or alteration. You must notify us of any such unauthorized charge within 60 days from the time we made your statement available to you. If you do not, CFCU will not be liable for any loss suffered by you.

Closing Your Account - Any owner of an account may request that it be closed. We reserve the right to require written verification of a request to close an account. We have the right to close the account on ten days written notice to you at your last known address. Of course, any termination of the account will not affect our handling of regular transactions prior to the notice, provided sufficient funds are on deposit to handle them.

- (1) Accounts which have no activity for 90 days can be closed at CFCU's option.
- (2) Other grounds for closing the account include your failure to provide funds sufficient to pay the checks you write, your failure to keep up current loan payments, or your failure to observe the conditions of any other agreement with CFCU.

- (3) We may close your account immediately and without notice to you if we believe that action is necessary to prevent a loss to you or CFCU.

As required by law, you are hereby notified that a derogatory report may be submitted to a consumer reporting agency if you fail to maintain your Checking Account in a satisfactory manner.

IX. INDIVIDUAL RETIREMENT ACCOUNTS (IRA)

We offer a variety of Individual Retirement Account (IRA) investments.

The terms of the IRA Accumulative Account are the same as the Special Purpose Savings Account. The terms of IRA Share Certificates are the same as non-IRA Share Certificates. The terms of the IRA MarketEdge Account are the same as the non-IRA MarketEdge Account, except to the extent check writing or other transactions are limited by federal or state law. You will receive additional documentation when opening an IRA.

Payroll Deduction and Direct Deposit allocations to a Regular IRA Accumulative Account will be credited to the tax year in which the funds are received. In the absence of other instructions, cash deposits will also be credited to the tax year in which the funds are received.

IRAs are governed by federal and state tax laws. Consult your separate IRA agreement for restrictions on deposits, withdrawals, and tax penalties.

X. SHARE CERTIFICATES

This is a term share account. This account is not transferable or negotiable.

Rate Information - Please refer to our separate sheet for information on dividend rates and annual percentage yields. You will be paid the disclosed rates until first maturity.

Daily Balance Computation Method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Compounding Frequency - Dividends will be compounded daily.

Crediting Frequency - Dividends will be credited monthly. You may choose to have your dividends reinvested to your Share Certificates or paid to another account of yours at CFCU. For Share Certificates with balances in excess of \$50,000.00, dividends can be paid to you by check.

Accrual of Dividends on Noncash Deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Dividend Period - For this account type, the dividend period is monthly.

Minimum Balance Requirements - The minimum balance required to open a Share Certificate is \$500.00.

Transaction Limitations - After the Share Certificates are opened, you may not make additions into the account until the maturity date stated on the account.

You may not make withdrawals of principal from your Share Certificates before maturity.

Maturity - The maturity date for your Share Certificates will be given on a separate disclosure.

Early Withdrawal Penalties (a penalty will be imposed for withdrawals before maturity) -

- (1) If your account has an original maturity of one year or less:
The penalty we may impose will equal three months of dividends on the amount withdrawn subject to penalty.
- (2) If your account has an original maturity of more than one year through two years:
The penalty we may impose will equal six months of dividends on the amount withdrawn subject to penalty.
- (3) If your account has an original maturity of more than two years through three years:
The penalty we may impose will equal nine months of dividends on the amount withdrawn subject to penalty.

- (4) If your account has an original maturity of more than three years:

The penalty we may impose will equal 12 months of dividends on the amount withdrawn subject to penalty.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if the applicable account is part of an IRA or other tax qualified plan.

Withdrawal of Dividends Prior to Maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically Renewable Account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below) or we receive written notice from you within the grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Upon maturity, each renewal term will be the same as the original term, provided such terms are still offered. In the event the original term is no longer offered, the certificate will renew to the closest term then available. The dividend rate will be the current rate offered on the maturity date for certificates with the same term, minimum balance (if any) and other features.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Please see Fee Schedule for fees related to all Share Accounts.