

Truth in Savings  
Disclosure and Account Agreement



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# TRUTH-IN-SAVINGS DISCLOSURE AND ACCOUNT AGREEMENT

Please read this document completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share ("savings") accounts, share draft ("checking") accounts and share certificate, Payable on Death ("P.O.D. Accounts"), fiduciary and Custodial/Uniform Transfers to Minor Act ("UTMA") accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.

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

## **Information Regarding Member Identification**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

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

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

### **Membership and Application**

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

### **Membership Eligibility**

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

- Regularly live, worship, attend school or work in or are paid from California counties of Alameda, San Mateo, Santa Clara, Monterey, San Francisco or Santa Cruz or in North Carolina counties of Brunswick, New Hanover or Pender; or

- Are employees of or individuals receiving a pension, retirement, or annuity from affiliated companies or Select Employer Groups (“SEG”) as approved by the Credit Union’s Board of Directors; or
- Are immediate family members of an existing member. Immediate family member includes a spouse, domestic partner, child, sibling, parent, parent-in-law, grandparent, grandchild, stepparent, stepchild, step sibling, adopted child, foster child, brother or sister in-law, aunt, uncle, aunt or uncle in-law, niece, nephew or cousin; or
- Are any person sharing the same household of a qualified Excite Credit Union member and who helps maintain a single economic unit.

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

### **Bylaw Requirements**

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member’s total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

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

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

- (1) Failure to carry out contracts, agreements or obligations with the credit union;
- (2) Refusal to comply with the provisions of this division or of the bylaws;
- (3) Conviction of a criminal offense involving moral turpitude;
- (4) Causing a loss to the Credit Union; or
- (5) Failure to conduct your business with the Credit Union in a civil and businesslike manner. Violence, threats of violence, or harassment against Credit Union staff, volunteers or other

members will not be No restriction or termination or services will relieve you of obligations incurred prior to the restriction or termination.

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

### **Accrual of Dividends**

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g. checks) to your account if deposited before close of business. If you close your savings or checking account before dividends are credited, you will not receive accrued dividends.

### **Dividend Rates**

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

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

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

### **Changes in Terms and Conditions**

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

### **Consent to Contact (Non-Telemarketing Only)**

You give your express consent for the Credit union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided,

and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further text, such as by using one of the methods designated by the Credit Union for such purpose.

### **Notice**

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

### **Other Agreements**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with us.

### **Severability**

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### **National Credit Union Share Insurance Fund**

We are federally insured by the National Credit Union Administration.

### **Requirement to Maintain a Share Savings Account**

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

### **Account Ownership**

The ownership of P.O.D., fiduciary and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with us that all funds in the account shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement (“Account Holder”). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement (“Account Holders”). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.

### **Payable on Death Accounts**

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

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

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

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

### **Fiduciary Accounts**

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

1. You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
2. You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

### **Custodial (UTMA) Account**

This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Account Signature Card. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.

### **Special Rules for Joint Accounts**

Withdrawals by and Liability of Joint Owners - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of

an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits** – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer. The Credit Union may refuse to honor checks or other items that are stale-dated, appear to have been altered or are not payable to you.

**Disputes** – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

### **Ability to Pledge Funds**

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

### **Enforcement of Liens**

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

### **Notification of Changes**

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

### **Financial Abuse Reporting**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectability of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

### **Waiver of Certain Rights**



The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

### **Consumer Reports**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM Card, Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

### **Negative Credit Reporting**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### **Reporting Inaccurate Information**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Excite Credit Union, P.O. Box 18460, San Jose, CA 95158-8460 so we can investigate.

### **Post-Dated Checks**

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

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

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

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

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

### **Examination of Statements**

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

### **Non-Cash Payments**

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

### **Fees and Charges**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

### **Attorneys' Fees and Other Fees**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

### **Credit Union's Right to Offset**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. The Credit Union may also apply the funds held in a joint account to cover any amount owing to the Credit Union by any individual Account Holder(s). Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except as to Individual Retirement Accounts (IRA) and as otherwise prohibited by law.

### **Other Terms and Conditions**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

### **Governing Law**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

### **CUService Centers® Shared Branching**

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

## ***Savings Account Agreement***

### **About Our Savings Accounts**

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

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

### **Transfers to Third Parties**

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

### **Withdrawals, Prior Notice Requirement**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

## ***Checking Account Agreement***

### **About Our Checking Accounts**

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

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

### **Withdrawals, Approved Methods**

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

### **Electronic Check Conversion**

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

### **Demand Drafts**

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a share draft drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

### **Overdrafts**

The Credit Union is under no obligation to pay a share draft which exceeds the balance in an account; the Credit Union may, however, pay such a share draft and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

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

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your

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

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

### **Stale-Dated Checks**

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

### **Stop Payments**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

### **Truncation of Drafts**

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

### **Liability of Credit Union**

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

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

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to this Checking Account.

No check overdraft may be paid by charging a savings account if, as a result of such charge, that share account would be subject in any one month to more than six (6) pre-authorized, automatic or telephonic transfers.

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

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

### ***Share Certificate Account Agreement***

#### **About Our Share Certificate Accounts**

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

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

#### **Pledging of Funds**

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

### **Your Ability to Withdraw Funds**

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

#### **Determining the Availability of a Deposit**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. (Eastern Standard Time if

your deposit is made in North Carolina; Pacific Standard Time if your deposit is made in California) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. (Eastern Standard Time if your deposit is made in North Carolina; Pacific Standard Time if your deposit is made in California) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

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

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit.

### **Special Rules for New Accounts**

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

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit. If we choose to accept a check as your agent for collection rather than to deposit it, these delay limits don't apply. The money will be posted to your account when we receive it.

## Deposits at Automated Teller Machines

The first \$200 of funds from deposits you make at automated teller machines (ATMs) will be available on the same day of your deposit.

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

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

## Special Notice Regarding Endorsement Standards

Federal law requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing deposits as well as to promote speedier returns of dishonored checks. Only the 1- inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

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

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

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

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

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

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

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



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