

# **Member Handbook**

Account Disclosure and  
Agreements



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# YOUR TECHNOLOGY CREDIT UNION MEMBER ACCOUNT DISCLOSURES AND AGREEMENTS

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## INTRODUCTION

Thank you for becoming a member of Technology Credit Union. Your signature on the Universal Signature Card ("Signature Card") is confirmation that you agree that your membership in Technology Credit Union will be subject to the terms of this Member Handbook ("Handbook"):

This Handbook is a master agreement and disclosure of the terms of all Technology Credit Union Share Accounts. It is supplemented by the terms of the Signature Card, the Truth In Savings Account Disclosure, Truth In Savings Rate Sheet and the Schedule of Fees and Charges ("Fee Schedule"). When you open a specific account you will receive a Truth In Savings Account Disclosure, a Truth In Savings Rate Sheet, a Fee Schedule, and a receipt showing specific account terms such as deposit amount. These additional documents supplement this Handbook. Not all of the terms spelled out in this Handbook apply to every share account. Refer to the sections that apply to the specific type of share account that you opened, and the general terms of membership. Keep this Handbook as well as a copy of the original account receipt with your permanent documents. Your periodic statements will let you know the status of your share accounts.

## GENERAL TERMS OF MEMBERSHIP

### Membership Requirements

Technology Credit Union is a not for profit, full service cooperative financial institution owned and directed by its members. It is incorporated as a California non-profit corporation and regulated by the California Department of Financial Institutions and the National Credit Union Administration (NCUA), an agency of the federal government. Established in 1960, Technology Credit Union now serves more than 76,000 members. Our mission is to provide our members the best alternative for saving and borrowing, and the most convenience in transaction services you can find today, while considering the total value received for the cost.

Membership is open to anyone who lives, works, goes to school, or regularly worships in Santa Clara, Alameda, San Mateo, Contra Costa, San Francisco, or Santa Cruz county, or to current and retired employees of sponsoring technology-related companies in California, as well as their immediate and extended family members. Membership is for life, as long as you remain in good standing, regardless of where you live or work. You qualify for membership by satisfying the requirements specified in our Bylaws for depositing money to a Share Savings account, paying a non-refundable membership fee, purchasing a membership, or as otherwise specified by California law and our bylaws. In addition, we reserve the right to impose reasonable membership requirements not inconsistent with California law, such as (a) giving us your taxpayer identification number, (b) providing us with reasonably satisfactory documentation of your identity, and (c) your not having significant derogatory account history with other financial institutions. If we deny any services, including membership, based on information received from third parties such as credit bureaus, we will provide you notice required by law. When you join, you become a member-owner of Technology Credit Union and are entitled to apply for all of our savings and lending services. As a member-owner, you also have a voice in the Credit Union; membership entitles you to cast a ballot in all Board of Directors and Supervisory Committee elections and even run for a seat on the Board or Supervisory Committee.

### Convenient Services

You can conduct business at any Tech CU branch location.

24-hour service is available through our Online/Internet Banking service (including Bill Payment and Tech CU Mobile), our Call-24 automated telephone banking service, and at Tech CU ATMs. We also permit surcharge-free use of ATMs on the CO-OP<sup>SM</sup> ATM network.

You can also conduct business on your Technology Credit Union loan and share accounts at Credit Union Shared Branch locations. We participate in the FSCC (Financial Service Centers Cooperative, Inc.) CU Service Center Shared Branch network plus the national Shared Branch Network. All Shared Branch transactions

are subject to the operating procedures, policies, and fees of the Shared Branch that you use. You will need your Technology Credit Union account number and may need your Technology Credit Union ATM Card, CheckCard, or PIN/password to access your Technology Credit Union accounts at Shared Branches. Shared Branches may also request a photo ID such as a driver's license. If you do not have your Technology Credit Union ATM Card, CheckCard, or PIN/password, the Shared Branch may charge a special fee for completing your transaction.

Shared branch transactions on Technology Credit Union loan and share accounts are also subject to the terms of our agreements with you. Please see the Fee Schedule for information about fees that we may impose for Shared Branch transactions. Please keep your Shared Branch transaction receipts to verify your monthly statements.

We reserve the right to change service delivery channels by providing any notice required by law.

## **Waiver and Modification**

We can fail to exercise one or more rights we may have under this or any other agreement we have with you on one or more occasions without such failure being deemed a waiver of any right and without altering the terms of any agreement with you. Consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service.

"Modify" may include changing existing terms, adding new terms, or deleting terms. Any modification of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if (1) made pursuant to a written Credit Union change in terms notice, (2) made in writing and signed by an authorized Credit Union agent, or (3) made by a court order in an action to which we are a party.

## **Privacy and Disclosure of Information**

Disclosures to Owners, Obligors, and Persons Authorized to Conduct Business On Your Accounts and Loans.

Members are entitled to information about accounts of which they are owners and about loans that they are obligated to pay. Joint owners of accounts are entitled to information about accounts of which they are owners. Joint borrowers and non-borrowing co-signers are entitled to information about all loans that they are obligated to pay. Technology Credit Union "bundles" periodic statements for all account and loan services obtained under a member number. If a member has multiple services under his or her member number with different joint owners and/or obligors, information regarding those services will be printed on a single statement generated for that member number. By establishing services with different owners or obligors under a single member number, each owner and obligor consents to the generation of statements in this manner.

A person that is not an obligor on a loan, but has pledged real or personal property as collateral for the loan, is entitled to know if and when the loan goes into default and the steps necessary to cure the default. A person who you have designated with us as an authorized signer on an account or an authorized user of credit has the right to information about the account or loan. Any person who is entitled to information can authorize release of information about the account or loan to third parties.

We do not disclose account information to pay-on-death beneficiaries until all account owners are deceased.

A person that was formerly an owner of an account or an obligor on a loan will be entitled to information regarding the account or loan during the time he or she was an owner or obligor. For example, assume A adds B as a joint owner of an account on January 1, 2004, and that B is deleted as a joint owner of the account on January 1, 2007. At any time after January 1, 2004, B can obtain information about transactions on the account that occurred from January 1, 2004, to January 1, 2007, without getting A's permission. If B wants information about transactions on the account that occurred outside the time during which B was a joint owner, B will have to provide a legally sufficient subpoena or obtain A's written permission.

Any party who requests information about an account or loan must pay applicable research and copying costs. The Credit Union is not required to retain account or loan information beyond any maximum time established by law. For accounts, the maximum retention period is generally seven years. For loans, records are generally retained until the loan is paid in full.

### **Disclosures to Third Parties**

We will honor lawfully issued subpoenas, government information requests (including but not limited to family support data matching programs), writs, levies, and other lawful requests for information about your credit union business. Generally, the law requires persons or entities seeking information about your credit union transactions to notify you and give you an opportunity to object, although some exceptions to this general rule apply. We will pass the costs of providing records on to you unless the law requires the party requesting the information to pay our research and copying costs. We will disclose information about you to third parties as necessary to process transactions or provide services that you request. We will disclose information about you as necessary to conduct our business and protect the interests of the Credit Union. For example, if you claim fraudulent use of your CheckCard at another financial institution's ATM, we will disclose information about you and the transaction to the other financial institution in an effort to obtain videotape or other documentation that we can use to substantiate your claim. We will disclose information about our account and loan experiences with you to credit bureaus and to merchants to verify the existence and condition of your accounts and loans. We will disclose information to third parties if you give us written permission. We will disclose information to third parties who provide our services to you, such as our credit card processor. We comply with all state and federal financial reporting laws, including but not limited to currency transaction reporting laws and informational tax return filing requirements. Please refer to our separate "Privacy Policy" for further information.

### **Service Denial and Termination of Membership**

We reserve the right to deny all services except the right to maintain a regular share account and to vote, and, if appropriate restrict your access to Credit Union and/or Shared Branch premises, if any of the following occur:

1. You fail to meet your obligations to the Credit Union.
2. You fail to comply with applicable law and the Credit Union's bylaws and rules as amended from time to time.
3. You are convicted of a crime in connection with your business with the Credit Union.
4. You cause the Credit Union a loss in any way (including, but not limited to, loan charge-off, unreturned overdrafts, or bankruptcy).
5. You fail to conduct your business with the Credit Union in a civil and businesslike way. Violence, threats of violence, or harassment against Credit Union staff, volunteers, or other members will not be tolerated.

While we attempt to avoid making errors in determining your eligibility for membership, if we find that you gave us misleading information or that we made a mistake and admitted you to membership when you were not eligible, we will expel you and deny services. We can also expel you from the Credit Union if any circumstances that would permit us to deny services have arisen.

We can place you on inactive status if you have no loans with us and do not have the minimum balance in a share account required to maintain membership.

You may resign your membership at any time.

Neither termination of your membership by you or by us, nor our imposing our service denial policy, will relieve you of obligations that you incurred prior to termination of your membership or denial of services.

Call Technology Credit Union at (408) 451-9111 or (800) 553-0880 or visit [www.techcu.com](http://www.techcu.com) to verify your eligibility.

### **Meeting Your Obligations**

Technology Credit Union strives to offer all members the highest possible returns on savings and the lowest possible rates on loans, taking market considerations, safety and soundness concerns, and business needs into account. To make this possible, all members must meet their obligations to the Credit Union in a timely manner.

You agree to comply with the terms and conditions governing the Credit Union services you request.

You agree to be honest with the Credit Union about your financial circumstances. You agree not to omit any material information from loan applications. You agree not to request credit or use credit cards or lines of credit if you have reason to believe you will be unable to make the required payments.

You will not allow Credit Union share accounts you hold to fall below a zero balance. If you do inadvertently overdraw any account, and you do not have a pre-arranged and available source of overdraft protection, you agree to immediately restore any negative balance upon our written demand. If you do not promptly restore the negative balance, you agree that Our Right to Recover What You Owe applies (see below).

You agree to take responsibility for items deposited to your accounts that are returned unpaid. If we have made funds available to you for an item that is returned unpaid, you agree that we can deduct the amount of the item from your account. If the deduction will cause a negative balance, you agree to immediately restore the negative balance. Our permitting you to withdraw funds from your deposits of non-cash items is not a guarantee that the financial institution on which the items were drawn will ultimately pay the item. If you do not, you agree that Our Right to Recover What You Owe applies.

You agree to repay money you borrow from the Credit Union according to the terms of the applicable loan agreement.

## **Governing Laws and Terms**

All Credit Union accounts are subject to this Handbook, the Truth in Savings Disclosure and Rate Schedule, and the Fee Schedule. If a term in a more recent Truth in Savings Disclosure, Rate Schedule, Fee Schedule, or Change in Terms notice is inconsistent with a term in this Handbook or other prior disclosure, the most recent disclosure of terms will control as to that account type.

This Handbook, Credit Union bylaws and policies, and applicable California and federal law as amended from time to time will govern all transactions on your accounts.

Terms of your agreements with the Credit Union cannot be changed orally. Any change in terms must either be (a) an official Credit Union Change in Terms notice, (b) a written document signed by an authorized Credit Union employee, or (c) an order of a court of competent jurisdiction. No oral statement by any Credit Union representative will alter the terms of any agreement between you and the Credit Union.

## **Backup Withholding**

Technology Credit Union has the right to withhold amounts required by state or federal tax laws from your withdrawals if you or the Internal Revenue Service advises us that you are subject to backup withholding or if you fail to certify your correct taxpayer identification/social security number in writing, on a form designated by us. You are responsible for providing Technology Credit Union with the correct taxpayer identification number on all accounts you open with us. We have no duty of further inquiry as to the number(s) you provide, but we will not open or maintain accounts without taxpayer identification numbers (or proof that a number has been applied for).

## **Our Right to Recover What You Owe Us**

By joining the Credit Union and/or remaining a member of the Credit Union, you agree that if you become indebted to us for any reason, including but not limited to our extending credit to you in connection with a transaction you initiate using a Technology Credit Union-issued plastic card, and you fail to pay what you owe us consistent with your agreements with us or upon our lawful written demand, we can take any Technology Credit Union shares in which you have an ownership interest, without notice to you, to pay all or part of your debt to us. Your consent applies even to loans or lines of credit that are otherwise designated "signature" or "unsecured." If we do this, you agree that we are not electing a remedy or in any way waiving our right to take any other lawful action to collect any amount you still owe us.

This consent applies to funds in accounts that would otherwise be exempt from creditor's remedies, such as social security deposits. This consent applies to accounts such as IRAs that would lose special tax treatment if pledged as security for a loan, unless it is determined that this consent itself causes the account to lose special tax treatment or that this consent is prohibited by law or the applicable share account agreement.

If we have allowed you to withdraw funds from an item you deposit by any means (for example, in cash, by clearing a check, by executing a wire transfer, or by executing an electronic funds transfer), and the item you deposited is lawfully returned unpaid by the paying financial institution, we will deduct the amount of the deposited item plus any applicable fees from the account in which you deposited the item. Our making funds from items you deposit available to you for withdrawal is not a guarantee that the items you deposit will be paid. If you want to know whether an item you deposit is authentic and will be paid, you should contact the financial institution on which it is drawn. No employee of Tech CU is in a position to know whether an item is authentic or drawn on sufficient funds and any statement by our employees of this nature should be interpreted as a "best guess" and not a guarantee. If there are not available funds in the share account in which you deposited the item, we can collect the funds from any other Tech CU shares in which you have an ownership interest.

If we have to take legal action to collect an amount you owe us, you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us, whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or another type of legal action. We can add collection costs on loans to the loan balance and they will accrue interest at the loan contract rate from the date we incur them to the date they are paid in full. Collection costs resulting from transactions other than loans will accrue interest at the legal rate from the date they incurred to the date they are paid in full.

Each joint owner is individually and severally liable for obligations incurred to the Credit Union.

This agreement regarding our right to deduct amounts you owe us from Credit Union shares in which you have an interest is in addition to any right we have under California law to impose a lien on shares in the event you default on your obligations to us or any equitable right of offset.

## **Tax Reporting**

We comply with the Internal Revenue Code, IRS regulations, and state law in reporting your earnings on savings, your interest payments on certain types of loans, and filing other information returns such as for miscellaneous income. You are responsible for providing the Credit Union with the correct taxpayer identification number on all accounts you open with us. We have no duty of further inquiry as to the correctness of the number you provide, but we will not open or maintain accounts without taxpayer identification numbers.

## **Fees and Damages**

Our charges for special handling of any of your accounts are described in the separate current Fee Schedule. Your failure to meet loan repayment obligations may also be subject to fees. For the most part, these charges cover our direct and indirect cost of special handling. In some instances they result from your failure to carry out your side of your agreements with us, such as not having enough money in your account to cover your checks. To the extent that our charges for handling such matters may exceed our costs, they are to be considered damages. Of course we are not giving up any right we may have under the law to recover any loss we sustain due to your failure to meet the terms of this Handbook or other agreements you have with us. The prevailing party in any legal action arising out of a breach of the terms of this Handbook will be awarded its reasonable attorney's fees and costs of suit in addition to any other remedy the court finds proper. We also have the right to extra damages whenever the law provides for them such as the exemplary damages provided as a penalty for writing bad checks.

## **Change of Address**

You must promptly notify us of any change of your residence and mailing addresses. If you have elected to receive materials such as statements and disclosures from us

electronically, you must promptly notify us of any change in your email address. If you do not promptly notify us of any change in your mailing address, we may charge locator service fees to your account. (See the current Fee Schedule.) If email we send you is returned undeliverable, we will resume sending communications to you by postal mail until we receive an updated email address for you. If you do not receive statements or other materials that you expect to receive from us on a regular basis, contact us immediately at a location indicated in the "HOW TO CONTACT US" section at the end of this Handbook to request copies of the materials you have missed. We will not be responsible for unauthorized transactions or other errors if you do not notify us within the time frames specified elsewhere in this Handbook.

We may take corrective action if we suspect identity theft. We will notify you before we close an account for suspected identity theft.

## **Notices**

All notices sent by the Credit Union will be effective when mailed to you at your last address as shown on our records. If you elect to receive notices (including periodic account and loan statements) electronically, either the notice itself or a message that the notice is available for viewing at the Credit Union's secure website will be sent to you at the last email address we have for you. In the case of joint accounts or loans, notice to or from one account holder or borrower will be effective for all account holders or borrowers unless otherwise specified in this Handbook or required by law.

## **Consent to Terms**

Your signature on a Signature Card, which will acknowledge receipt of this Handbook, the Truth In Savings Account Disclosure, the Truth In Savings Rate Sheet and the Fee Schedule, will constitute your agreement to this Handbook. Use of the singular in this Handbook implies the plural, if more than one person signs the Signature Card.

## **Our Obligation to Follow Instructions**

We will follow the instructions of all authorized parties on share accounts and loans. We will also honor court orders and powers of attorney. We consider instructions that we receive electronically, such as via an ATM keypad, Point-of-Sale (POS) transactions, or Online Banking transactions, to be written instructions.

We reserve the right to refuse to follow instructions if they are ambiguous, if we reasonably believe that the instructions do not comply with applicable state or federal law, if any authorized party on the account or loan has asked us not to allow business to be conducted, or if we receive conflicting instructions from authorized persons. Court orders will prevail over instructions from authorized persons that conflict with the court's order.

If we receive conflicting instructions, we can freeze funds in any account or refuse to make loan advances until we receive consistent written instructions from all authorized persons or an order from a court of competent jurisdiction.

We are not required to honor restrictive legends on checks you write or endorse unless we have expressly received in writing to do so. For example, our negotiating a loan payment check on which you have marked "payment in full" will not discharge your loan obligation unless either (a) we have agreed in writing that it will discharge your obligation, or (b) the check actually pays your loan balance, including accrued interest and other charges, in full.

Because we operate in an automated processing environment, we are unable to honor special processing requests such as a request that two signatures be required on checks written on your checking account.

We can freeze accounts and loans if any authorized person on the account or loan is in default in any material obligation to us, or if we reasonably believe that allowing a requested transaction will cause us a loss.

You agree to defend, indemnify, and hold us harmless from any and all claims, damages, losses, or liability that we incur, directly or indirectly, as a result of following the instructions of an authorized person in a reasonable manner.

We reserve the right to verify your identity in any reasonable manner before providing information or conducting transactions.

## **TECH CU ACCOUNTS**

### **Your Earnings**

Our competitive dividend rates are approved by the Board of Directors who take into consideration competitive factors and the financial marketplace. Dividends are paid on the last day of the dividend period. Except for Share Certificates, dividend rates are not set in advance. Dividends can be withdrawn from all accounts when posted. When dividends post, they compound, earning the same rate as the other funds in the account. Dividend cycles may be changed by the Board of Directors. See our separate Truth in Savings Rate Sheet for the current dividend rate and Annual Percentage Yield of all accounts, including Share Certificates.

### **Payment of Dividends**

Dividends can be paid only upon the declaration of the Board of Directors. They are paid out of current income and available earnings after required transfers to reserves at the end of the dividend period. They cannot be guaranteed.

### **Deposits and Withdrawals**

Deposits can be made by (a) direct deposit (b) at some Technology Credit Union and CO-OP Network Automated Teller Machines (ATMs), (c) by mail, or (d) in person at Technology Credit Union offices or at CU Service Centers.

**Items Payable to You Alone:** We can accept these items for deposit to any share account of which you are the owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or a single owner account.

**Items Payable to You Or One or More Other Persons:** We can accept these items for deposit to any share account of which any payee is an owner in our records, whether or not any of the payees has endorsed the item and whether the account to which the item is deposited is shown on our records as a joint account or a single owner account. We interpret the mark "/" or any other ambiguity with respect to the drawer's intention regarding joint payees as "or."

**Items Payable to You And One or More Other Persons:** We can accept these items for deposit to any share account on which all payees are joint owners in our records, whether or not all payees have endorsed the item. We can also, if all payees have endorsed the item, deposit the item to any account of which one of the payees is an owner. We also reserve the right (but do not undertake the obligation) to refuse for deposit any item payable to you and one or more other persons if (a) any endorsement is missing; (b) any endorser has not been identified to us to our reasonable satisfaction, (c) the item is endorsed for a deposit to an account on which not all payees are joint owners, or (d) the check bears a restrictive legend such as "all payee endorsements required." However, as long as we deposit the item into an account of which at least one payee is an owner, that payee agrees to defend, indemnify and hold us harmless from any claims resulting from our accepting the item for deposit, including but not limited to claims that we failed to honor a restrictive legend on the item or claims to ownership of the funds that other payees of the item assert against us.

**Items Not Payable to You:** If a check or other item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your share account or to require that the third-party payee's financial institution guarantee the third party's endorsement. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify, and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution.

We have the right, but not the obligation, to refuse to accept for deposit items payable to you but not endorsed by you. We reserve the right to refuse to accept any item for deposit if we reasonably believe that doing so will cause us a loss or for any other lawful reason.

Withdrawals can be made (a) at Technology Credit Union's ATMs, (b) ATMs displaying logos of networks we designate, (c) at Point-Of-Sale (POS) terminals displaying logos of networks we designate, (d) through Call-24 (our automated telephone transaction system), (e) through Online Banking (including Bill Pay and Tech CU Mobile), (f) with a CheckCard at participating Visa merchants and other institutions that honor the Card, (g) at participating CU Service Center locations, and (h) in

person. Withdrawals made through Call-24 and Online Banking can be made by transferring available funds between your accounts, transferring available funds from your account to another Technology Credit Union member, transferring available funds from your Tech CU account to an account at another financial institution or brokerage to which you have access, or having a check made payable to you and mailed to you at your address in our records. Online Banking's Bill Pay feature can be used to direct us to transfer funds from your accounts to vendors whose bills you pay regularly. Regular payments are also possible through pre-authorized transfers.

Funds from deposits are made available only after the times specified in the "FUNDS AVAILABILITY POLICY" section of this Handbook. We consider these deposits to be uncollected funds until the hold period expires. Please postpone writing checks or attempting withdrawals against these funds, unless you intend to rely on your overdraft protection.

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 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.

There is no limit on the number of checks you can write on your checking account, or on the number of withdrawals or internal account transfers made by ATM or in person at Technology Credit Union from a Share Savings Account. However, Federal Reserve Regulation D (Reserve Requirements of Depository Institutions) allows no more than six (6) non-personal withdrawals per month from your non-transaction accounts. Non-transaction accounts are Share Savings Accounts and Insured Investment Accounts. The limitation applies to account transfers or payments to third parties requested by telephone, by telephone access through Call-24, by on-line requests through Online Banking, or by pre-authorized or automatic transfer (including overdraft protection transfers). No more than three (3) of the six (6) non-personal withdrawals from your non-transaction accounts may be by check, CheckCard, or similar order, payable to third parties. Non-personal withdrawals beyond the limitations stated above will be declined and/or returned as "Non Sufficient Funds" (NSF) and may result in the termination of overdraft privileges. Continued violation of these limits gives Technology Credit Union the right to either close the account or place the funds in another account that the member is eligible to maintain, or take away the transfer capacities of this account.

### **ATM, Call-24, CU Service Centers, and Online Banking**

By using a combination of our Technology Credit Union ATM network, Call-24, and Online Banking and Mobile Banking you can obtain 24-hour access to cash near your home, your shopping area, your work place, or when you travel. You can also use Call-24, the ATMs, Online Banking or Mobile Banking to transfer funds within Technology Credit Union; check account balances, and at some ATMs, even make deposits. Using your touch-tone telephone with Call-24, you can transfer funds, obtain loan advances, withdraw money, or check the status of direct deposits.

Online Banking allows you to do everything you can do with Call-24 plus: access bill payment and presentment; submit pre-filled loan applications; check the status of pending loan applications; order new or replacement CheckCards and ATM cards; open additional share accounts and certificates; place stop payment requests; view eStatements; eTaxes, order and reorder checks; view cleared check images; receive special alerts and announcements; update your profile including address, phone, and email information; activate your Tech CU issued CheckCard; export your account information into Personal Financial Management software applications; update your online access credentials; establish external account relationships that allow you to transfer funds between your Tech CU accounts and accounts you have access to other financial institutions; view Investment account information held at CFS (CUSO Financial Services); subscribe or unsubscribe to receive notifications regarding your account; and contact us through secure messaging. Access to the Internet is required. In short, everything you want and need from your Credit Union is conveniently available through your telephone, PC, or Workstation.

You may also access your accounts with our mobile banking system, referred to as Tech CU Mobile. To use Tech CU Mobile you must first enroll in Online banking and access the special URL from your cellular phone or PDA with Internet access. With Tech CU Mobile you may (i) transfer funds between your checking, savings and signature credit line accounts, (ii) view transaction history to find out if checks have cleared, (iii) verify account balances (iv) view current rates, (v) locate ATMs and (vi) pay bills using Bill Pay.

You may also access your accounts from Personal Financial Management (PFM) software applications such as Microsoft Money or Quicken. Using PFMs allow you to view your account balances, download your account history transactions into the software's registers, and access tax information from Quicken software. Tech CU does not warrant the performance, security or other features of third-party software.

These systems are described in greater detail in the "ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT" section of this Handbook.

### **Joint Owners and Pay-on-Death (POD) Beneficiaries**

As a member, you can designate a joint owner for your accounts on your Signature Card. Joint owners are not allowed on IRAs, CUTMAs, or Fiduciary Accounts. These special accounts require separate applications. Joint owners indicated on your Signature Card own all funds in all accounts under that member number, including dividends, as joint tenants with right of survivorship. The joint owner may deposit or withdraw any amount in any account. All joint owners are entitled to records and information regarding any account on which they are a joint owner, provided that they pay any applicable account research and copying fees (see the Fee Schedule). Any joint owner has the right to pledge funds in accounts on which they are a joint owner as security for a loan (provided the account is eligible to be pledged as security for a loan). Joint owners must be members of the Credit Union in their own right to borrow money from the Credit Union, vote in Credit Union elections, or hold Credit Union office.

If an account with a joint owner is linked to a source of overdraft protection, the joint owner can access the overdraft protection source even if he or she is not an obligor on the linked line of credit or an owner of the linked account.

Either owner can terminate the other owner's rights by withdrawing all or part of the money from the account, including withdrawal of the minimum balance required for membership. If the membership share account balance falls below the required minimum balance for any reason (including fees, levies, or escheat), the Credit Union can declare the membership inactive. The minimum balance required to maintain membership would have to be restored before the member would be eligible for services.

Except for CUTMA Accounts and Fiduciary Accounts, you can name persons to receive the funds in your account at your death. These people are called "pay-on-death beneficiaries" or "POD beneficiaries." Should any owner die, the other owners will automatically own any money in the account. If all owner(s) die, the account passes to any named POD beneficiaries and is not subject to the terms of any will or probate proceeding handling the estate. In the event an existing account is transferred from individual ownership to management by a conservator, POD beneficiary designations will remain the same.

When only one owner is on the Signature Card, the account proceeds will transfer at his or her death to any named POD beneficiaries, or, if none are named, to his or her estate.

Non-member joint owners and non-member POD beneficiaries cannot lawfully maintain accounts in Technology Credit Union following the death of a member. If the member on a joint account dies, and the surviving joint owner fails to make other arrangements, the Credit Union will either (a) transfer the proceeds to another existing Share Savings account held in the name of the joint owner, or (b) if the surviving joint owner does not have another existing account at Technology Credit Union, issue a Credit Union check for the account proceeds payable to the surviving joint owner. On an account where there are no surviving owners and one or more POD beneficiaries are named, the Credit Union will either (a) transfer the proceeds to another existing Share Savings Account held in the name of the beneficiary or (b) if the beneficiary does not have another existing account at Technology Credit Union, issue a Credit Union check for the account proceeds payable to the beneficiary. The singular implies the plural if there is more than one joint owner or beneficiary.

If you name more than one POD beneficiary, the named beneficiaries will receive the account proceeds in equal shares unless you designate another proportional division on your Signature Card.

Our Right to Recover What You Owe Us will have priority over claims of any surviving joint owners or POD beneficiary to funds in your accounts.

Under California Community Property law, a married California resident has a right, without his or her spouse's consent, to set up an account in his or her own name, or with a joint owner other than his or her spouse, with or without a designated POD beneficiary. However, the surviving spouse of the account owner may have a right to his or her community property interest in the account upon the death of the account owner. A joint owner may be a co-borrower or co-signer on a loan with the member on whose accounts he or she is joint, but must become a member in his or her own right to open his or her own Credit Union accounts, apply for his or her Credit Union loans, vote in Credit Union elections, or hold Credit Union office.

At the death of an owner, the Credit Union will follow joint owner and POD designations on the Signature Card, even though other persons may have claims to the funds in the account, unless we are instructed to distribute account proceeds in a different manner by (a) a valid court order or (b) written instructions in a form approved by us from all named surviving joint owners or POD beneficiaries. The Credit Union will not incur liability to any claimant for following joint owner or POD designations on Signature Cards unless, in doing so, we have disregarded a valid court order or written instructions of which we have actual knowledge.

Individual states, including California, may permit other forms of financial institution account ownership such as tenancy in common, or have different rules governing control of marital property. With respect to accounts for personal, family or household purposes, Technology Credit Union's policy is to permit only single owner accounts, joint tenancy accounts with right of survivorship, and fiduciary accounts (guardianships, conservatorships, estates, trusts established by separate written trust agreement, and CUTMAs). We do not inquire into the family status or property rights of persons establishing accounts with us. (We may inquire about family status in connection with credit applications as permitted by the Equal Credit Opportunity Act. Any credit-related family status inquiries are for the Credit Union's benefit only and will not impose any obligation on the Credit Union with respect to determining property rights in Credit Union accounts.) Technology Credit Union will follow ownership information on Signature Cards, including joint owner and POD beneficiary designations. Disputes involving ownership of funds in Technology Credit Union accounts must be resolved between the persons claiming ownership.

Any change in account authorization or ownership must be in writing on an amended Signature Card. If you want to delete a joint owner, you must either (a) obtain the joint owner's written consent on a form provided by us or (b) close the account and open a new account under a new member number. If there is a conflict between information you have provided on different Signature Cards at different times for the same account, the information on the most recent Signature Card will govern. If information is provided on an earlier Signature Card and left blank on the most recent Signature Card (for example, a pay-on-death beneficiary), we will assume that you left the information blank intentionally, and disregard any information you provided on an earlier Signature Card.

## **Authorized Signers**

We will honor court orders and lawful powers of attorney on your accounts. Holders of powers of attorney do not become joint owners and do not acquire rights of survivorship, but may sign on your accounts, should the power of attorney grant that authority to the holder. We will honor court orders and powers of attorney as though they were your own instructions, until a court order or power of attorney either lapses by its own terms, we receive a revised order or power of attorney, or we are notified that a power of attorney has been revoked. We reserve the right to refuse to honor court orders or powers of attorney if in our reasonable judgment they are unclear or legally insufficient.

Once another person is authorized to sign on your accounts, we will not have any responsibility for that person's activities. You should monitor that person's activities carefully. You must take up any disputes regarding use of your accounts by authorized signers directly with the authorized signers. The only ways an authorized signer's authority to access your accounts can be terminated are (a) by court order of which we receive actual notice, if the signer was appointed by court order, or (b) by your written notice to us, if the signer was appointed by

you. To maintain the security of your accounts after an authorized signer's authority has been terminated, you should obtain a new member number. Because we have no control over the information (such as your personal identifying information) or documents (such as blank checks) that your authorized signer may have obtained while signing on your accounts, we will not be responsible for transactions conducted by formerly authorized signers unless you change your member number.

### **Minimum Balance Requirements**

To continue as a member in good standing, you must maintain any minimum balance specified in our bylaws in a Share Savings account or other type of account that we specify. If for any reason your balance drops below the required amount, or you default in any obligation to the Credit Union, your Credit Union membership will change to inactive status, or you may be expelled from membership. If that happens you may be denied other membership services, such as Checking account services. See our current Truth In Savings Account Disclosure and Fees Schedule for required minimum balances to open accounts, avoid fees, and earn dividends.

### **Dormant Accounts**

Accounts (except IRA and non-matured certificate accounts) with no member-initiated activity for twelve months may be charged a dormant account fee beginning on the thirteenth month. Please refer to the Fee Schedule for the current dormant fee amount. Posting of dividends to your account does not constitute member-initiated activity.

### **Closing Accounts**

We may close your account if your repeated negligence in handling access devices we issue, such as checks or electronic funds transfer PINs or Cards, causes us losses that we are unable to recover. We have the right to close any account of yours for any business reason on 10 days' written notice to you at your last known address. Any termination of the account will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are on deposit to handle them. Accounts in which there is no activity for 90 days with an account balance of less than \$100 may be closed at the Credit Union's option.

Reasons we can close your account with or without notice include (but are not limited to) your failure to provide funds sufficient to pay the checks you write or the withdrawals you make, your failure to keep up current loan payments, your misuse of an account for check "kiting" or other unlawful purposes, or your failure to observe the conditions of any other agreement with the Credit Union. Your failure to properly manage your checking account may be reported to agencies monitoring checking account abuses. This report could adversely affect your credit.

The Credit Union has no obligation to offer or continue a checking account, if, in the Credit Union's opinion, a member has not managed his or her checking account or credit in a responsible way.

If there is only one authorized signer on the account, your death or the appointment of a guardian to manage your legal affairs will terminate our authority to disburse funds from the account ten days after the later of (a) your death or incompetence as determined by a court, or (b) the date that your death or formal determination of incompetence is known to the Credit Union. Following the knowledge of your death or incompetence, we will also honor a stop pay request by any person claiming an interest in the account.

You can close your accounts and terminate your Credit Union membership at any time. If you or we close your accounts, you will still have to pay any loan or other obligations you have to us according to your agreements with us.

### **Non-Transferability of Membership**

Your membership at Technology Credit Union is non-transferable to anyone.

### **Non-Transferability of Accounts**

Except for checking accounts, all accounts are non-transferable to anyone other than on the books of Technology Credit Union. This means that to transfer ownership of an account, you must use a written form approved by us.

## **Your Responsibilities for Record-Keeping and Review of Your Statements**

The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or otherwise, or not collected by the member. You will receive statements monthly (either by U.S. Mail or by an email notification when your eStatement is available through Online Banking) if you have a checking account or any electronic transfer activity on your account; otherwise you will receive a statement at least quarterly. Statements reflect all transactions on your account. If you do not receive a statement, contact the Credit Union promptly (within 30 days) of the date you expected to receive it to request a copy. Images of recent statements are also available through Online Banking.

On joint accounts, statements will be addressed to the member.

If any mailed statements or other official notifications are returned, undelivered by the U.S. Mail, or otherwise, the Credit Union is authorized to destroy these documents. Reprints are available upon request.

If you have a checking account, you will not receive the canceled checks, although all checks are electronically imaged and retained in that form for seven years. If you need a copy of a canceled check, the Credit Union will furnish a copy of the first two checks requested from each statement period without charge. Copies of checks beyond the first two checks requested are subject to a small fee (see current Fee Schedule). Images of canceled checks are available through Online Banking for up to 90 days.

## **In Case of Errors or Inquiries About Your Statement**

**Unauthorized Signatures or Alterations:** If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us, in writing, within thirty (30) days either after the date the statement was mailed to you or when notification was sent via email that your statement was available for viewing electronically. Tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Handbook. We operate in an automated check processing environment and it is not practical for us to examine every check. For this reason, we are, as permitted by the Commercial Code, altering the amount of time for reporting forged and altered items.

**Other Errors or Inquiries:** Please read your statement promptly to be sure it contains no errors. The Credit Union will investigate any errors, provided you notify us in writing within 60 days from the closing date of the statement containing the error. Tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY."

If you do not notify us within the required time periods, you may have to share the loss with us or bear the entire loss, depending on whether we were negligent.

If we correct any error that 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 an automatic assignment to us of your rights to collect the amount from anyone else. You agree to provide reasonable cooperation we request in our efforts to recover from persons who are responsible for unauthorized access to your accounts. If you do not provide reasonably requested cooperation (such as if you refuse to file a police report or assist in our pursuit of criminal prosecution or civil litigation against a friend or family member of yours who is suspected of unauthorized transactions on your accounts), we may deem the transaction to have been the result of your apparent consent and not credit your account.

If we make an error in handling your account, our liability will be limited to the actual damages. The maximum actual damage is the amount of the check or other transaction. 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.

## **Notice of Changes**

The Board may change Credit Union policy, including account terms, at any time. We will give you notice required by law before the effective date of any change in our policies that would adversely affect you, including fee increases or the imposition of new fees. Current fees are shown in the Fee Schedule.

## **Summary of Account Terms**

Technology Credit Union offers a full range of accounts to meet all of your savings, checking and investment needs. Terms vary, but most of our accounts give you earnings growth at competitive yields. All accounts provide the safety of federal insurance. The following is a summary of account terms at Technology Credit Union. In these account descriptions “Board” refers to the Credit Union’s Board of Directors. The “Daily Balance Method” of calculating dividends applies a daily periodic rate to the balance in the account each day. The Board can change the terms of the accounts the Credit Union offers, offer new account types, or discontinue account types, at any time.

## **Share Savings Account**

As of the printing date, your payment of a membership fee and a minimum \$25 balance in a Share Savings Account make you a member-owner of Technology Credit Union. Non-personal withdrawals are limited to six per month, as explained in more detail in the “DEPOSITS AND WITHDRAWALS” section of this Handbook.

Yields on savings are set by the Board at the end of each dividend period and are often higher than comparable accounts at other institutions. Dividends are posted and compounded quarterly. Dividends are calculated using the Daily Balance Method. Dividends are not paid on any day when the account has a balance below the minimum stated in the Truth in Savings Disclosure.

## **Interest Checking and Basic Checking Accounts**

The monthly service charge is waived on our Interest Checking Accounts if you maintain the average monthly balance stated in the Truth in Savings Account Disclosure and Fee Schedule or if your aggregate Credit Union and Tech CU Investment Services balances are \$25,000 and above. You can write as many checks as you wish, provided you have funds or overdraft protection available to cover them. Earnings are calculated using the Daily Balance Method at a competitive market rate and are compounded and paid monthly. Dividends are not paid on any day the balance falls below the minimum balance required to earn dividends for the particular account. This minimum balance is shown in the Truth in Savings Account Disclosure. The Basic Checking Account earns no dividends and does not require a minimum balance.

## **Insured Investment Accounts**

Our Insured Investment Account combines easy access to your funds with a higher yield than some term accounts. To earn the disclosed dividend rate, a minimum account balance specified in the current Truth in Savings Account Disclosure is required.

The Board determines yields by considering the rates of government and bank obligations and other current market conditions. These rates can change daily. In general, the greater the account balance, the greater the dividend rate offered.

Dividends are calculated using the Daily Balance Method and posted and compounded monthly. Dividends are not paid on any day the account falls below the required minimum balance.

Please refer to the Deposits and Withdrawals section for withdrawal restrictions.

## **Money Market and Money Market Plus Accounts**

Money Market and Money Market Plus Accounts offer higher yields combined with limited check-writing privileges. Write up to three checks per month. Please refer to the “Deposits and Withdrawals” section for withdrawal restrictions. Money Market and Money Market Plus Account checks are subject to the same rules that govern Checking Accounts generally, but overdraft protection is not available on Money Market or Money Market Plus Accounts. Any Money Market or Money Market Plus Account check written on insufficient funds will be returned unpaid, and the “returned NSF Fee” shown on the Schedule of Fees and Charges will be assessed.

## Share and IRA Certificates

Share Certificate and IRA Certificate funds are deposited with us for a specific term and earn our highest rate of return. Term, dividend rate, and Annual Percentage Yield (APY) are set at the time you open or renew the certificate. Quoted APYs assume that earned dividends remain in the account and compound until maturity.

Maturities range from 90 days to 730 days, or with extended terms of 1095 days (3 years), 1461 days (4 years), and 1826 days (5 years). The minimum balance to set up a Share Certificate is \$1,000. After the account is set up, no new funds can be added until the account matures and renews. Withdrawals prior to maturity may be subject to early withdrawal penalties. Dividends are earned every day that the funds remain in the account and are calculated using the Daily Balance Method. Dividends post at maturity on short-term (90–365 days) accounts, and post and compound quarterly on long-term (more than 365 days) accounts.

For non-IRA Certificates with terms of 180 days or more, you can also elect to have your dividends paid to a Tech CU Savings or Checking account that you designate once each month. If your Certificate has a term of 365 days or less, or you elect to have dividends on your non-IRA Certificate with a term of 180 days or more paid to a savings or checking account once each month, your APY will equal your dividend rate. On Certificates with a term of 366 days or more, the quoted APY assumes that dividends remain in the account until maturity, and earlier withdrawal of dividends will reduce earnings.

## Jumbo Share and IRA Certificates

Jumbo Share Certificates and Jumbo IRA Certificates are also available. Maturities range from 14 to 730 days or with extended terms of 1095 days (3 years), 1461 days (4 years), and 1826 days (5 years). The minimum balance to open a Jumbo Share Certificate account is \$95,000. After the account is opened, no new funds can be added until the account matures and renews. Withdrawals prior to maturity may be subject to early withdrawal penalties. Dividends are earned every day the funds remain in the account and are calculated using the Daily Balance Method. Dividends are posted at maturity on short-term (14 to 365 days) certificates. Dividends post and compound quarterly on long-term (more than 365 days) accounts. Quoted APYs assume that earned dividends remain in the account and compound until maturity.

## Share and IRA Certificate Dividends

Dividends can be retained in the account and compounded or periodically transferred as earned to your Share Savings Account.

## Share and IRA Certificate Early Withdrawal Penalties

Any early withdrawal, other than dividends automatically withdrawn when posted, will result in an early withdrawal penalty, except as noted below.

Federal Reserve Regulation D establishes a minimum early withdrawal penalty of seven days' dividends if the account is closed within six days of opening or renewal. This early withdrawal penalty may invade principal. After the six-day period, the early withdrawal penalty will equal the lesser of dividends earned on the amount withdrawn or the following amounts:

- If the certificate term is 365 days or less, 90 days' dividends
- If the certificate term is over 365 days, 180 days' dividends.

Early withdrawal penalties may be waived

1. if you revoke an IRA agreement within seven days of signing it, but only to the extent penalties would invade principal (you will pay any penalties that will not invade principal);
2. you withdraw funds from an IRA Certificate after reaching age 59 1/2 or become disabled;
3. you withdraw funds within one year following our merger with another federally insured financial institution and the merger results in a loss of federal insurance on the Certificate;
4. any owner of the Certificate dies;
5. any owner of the Certificate is deemed incompetent by a court or other administrative body of competent jurisdiction, or
6. you withdraw funds within 10 days after maturity.

If the withdrawal reduces the balance below the minimum required to open the account, the account will be closed and the balance transferred to your Share Savings account.

## **Share and IRA Certificate Notice and Renewal**

Thirty days before maturity you will receive a renewal notice. You may notify us prior to the maturity date that you want to close the certificate at maturity. We will transfer the funds to your share savings account unless you instruct us otherwise. If you do not instruct us otherwise, the certificate will automatically be renewed for the term shown in your maturity notice. The dividend rate and yield you receive on the renewed certificate will be the rate we are offering on certificates of that balance and term on the renewal date. You can visit [www.techcu.com](http://www.techcu.com) or call (800) 553-0880 or (408)451-9111 for the rate in effect on your renewal date.

## **Individual Retirement Accounts—Tax-Deferred or Tax-Free Retirement Savings**

An IRA share account is one of the best means of accumulating tax-deferred or tax-free income, and can be opened with as little as \$25. Depending on your situation, and whether you select a Traditional IRA or a Roth IRA, your contributions may be tax-deductible, and your earnings may be tax-deferred or even tax-free. You should consult your IRA Account Disclosure or your personal tax advisor to determine your tax status. The terms of IRA share accounts are similar to those of other share accounts; however, there is a fee for transferring an IRA share account to another institution. Refer to the Fee Schedule.

A minimum deposit of \$1,000 will open a Certificate IRA. Certificate IRAs are available from 90 days to 730 days or extended terms of 1095 days (3 years), 1461 days (4 years), and 1826 days (5 years). Jumbo IRA Certificates, with a minimum balance of \$95,000, are available with terms from 14 to 730 days, or with extended terms of 1095 days (3 years), 1461 days (4 years), and 1826 days (5 years).

Automatic transfers and/or direct deposits into IRA accounts will be credited for the tax year in which they are received. They are a great way to compound your savings and build a supplemental asset base for your retirement. We can help you set up a regular budgeted contribution schedule.

Federal tax laws govern IRA accounts. Consult your separate IRA Account Disclosure and your tax advisor for restrictions on withdrawals and possible tax penalties. In addition, Certificate IRAs are subject to the same early withdrawal penalties as Share Certificates. IRAs are separately insured up to an additional \$250,000 per member by the National Credit Union Share Insurance Fund (NCUSIF). See the “FEDERAL ACCOUNT INSURANCE” section at the end of this Handbook.

## **Health Savings Accounts (HSAs)**

To open a Health Savings Account (HSA), you must complete a separate HSA application and meet the eligibility requirements set by the Treasury Department and IRS. Contributions to and payments from your HSA are subject to the rules determined by the IRS. Your use of the Health Savings Account is also governed by a separate HSA Agreement. Contributions and payments are reportable to the IRS.

Dividends are compounded and paid monthly. A \$5 minimum deposit is required to open and maintain an account. Please see the current Truth in Savings Disclosure, available at branches on our web site, for Dividend Rates and APYs. Earnings will be reflected on your periodic statements.

You can access funds from your Health Savings Account by writing Health Savings Account checks, using your Health Savings Account CheckCard, and by withdrawal by teller check drawn from your Health Savings Account. Signature-based transactions on HSA CheckCards fall under Visa's Zero Liability Policy. PIN-based HSA CheckCard transactions, however, do not fall under Visa's Zero Liability Policy, rendering the cardholder liable for those transactions in case of dispute.

Health Savings Account checks are subject to the same rules that govern Checking Accounts generally, but overdraft protection is not available on Health Savings Accounts. Any Health Savings Account check written on insufficient funds will be returned unpaid.

This account cannot be pledged as security for a loan.

## **Fiduciary Accounts**

We can set up accounts for special purposes such as family trusts. We also offer a full range of representative or fiduciary accounts, such as for an executor of an estate, the conservator of funds for an elderly or disabled person, or a custodial account under the California Uniform Transfer to Minors Act. Certain restrictions apply. Because of their special nature, these accounts require a separate application. Ask a Credit Union representative for details.

## **Terms Applicable to All Checking Accounts**

In addition to the General Terms outlined above, the following additional terms apply to your Checking Account(s):

### **Governing Law**

In handling checking transactions we will be governed by the California Commercial Code, Federal Reserve Board Regulations and our Credit Union procedures, as revised from time to time.

### **Transactions**

We will make payments on current checks drawn on available funds in your Checking Account when signed by any person authorized on your Signature Card. You can also make deposits and withdrawals as explained in the "DEPOSITS AND WITHDRAWALS" section of this Handbook. Deposits to your Checking Account made in person or at ATMs should be accompanied by a deposit slip. We will only honor completed, signed, and endorsed checks, on blanks in a form either approved by us or printed by us and provided to you for your use.

Spoiled checks should be destroyed or, if retained, disfigured. The carbon copy in the checkbook should also be marked "void."

### **Stale-Dated Checks**

The Credit Union is under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any costs or damages.

### **Post-Dated Checks**

We will not be liable for paying post-dated checks unless you have provided a timely and valid stop-payment request and paid the applicable fee. A stop payment request must meet all of the requirements listed under "Stopping Payment," below. If we do pay a post-dated check over valid written notice of a post-dated check, we will only be liable for your actual damages. The maximum actual damage is the amount of the check.

### **Stopping Payment**

To stop payment on any check before it has cleared your account, you must notify us orally and in writing or by submitting a stop payment request through Online Banking and pay the required fee. We can require you to confirm any oral request in writing within 14 calendar days, or the oral stop payment request may lapse. A written stop payment request is valid for six months, after which it will lapse unless you renew it while it is still in effect. Stop payment requests will be processed promptly, but the Credit Union will not be responsible for a check we pay within the first 24 hours after your request.

For us to stop payment, our computer system requires absolute accuracy. You must tell us your account number, the name of the person to whom the check was payable, the date, the check number and the exact amount of the check. The computer will search for your check exclusively by account number, dollar amount and check number. It can read nothing else on the check. If the dollar amount varies by even one penny, or if the check number or account number you give us is wrong, the computer will not find the check and no stop payment will be made. We will not be liable for failing to stop payment if the information you give us does not describe the check accurately enough for us to find and stop it.

If we do not carry out a timely stop pay, we are not required to reimburse you if the check discharged your valid obligation. If we do reimburse you, you assign to the Credit Union all claims against the person who cashed the check for the funds, and you agree to cooperate with our efforts to recover the funds. If you do not provide reasonably requested cooperation (such as if you refuse to assist in our pursuit of civil litigation against the person who cashed the check), we may deem the transaction to have been the result of your apparent consent and not credit your account.

### **Lost or Stolen Checkbooks**

You agree to notify us immediately upon the discovery of the loss or theft of your checkbook or of any number of blank checks. We recommend, and reserve the right to require that you close your checking account and re-open it under a new number because of the risk of unauthorized use of your account that arises after your checks have been out of your possession. For example, a thief could order checks outside the check number sequence on which you stopped payment and our automated processing system would not be able to catch the items.

### **Overdrafts**

The Credit Union is never required to pay a check or EFT item that would result in an overdraft on your Checking Account. If we do pay it, a fee will be assessed (see the Fee Schedule for charges).

If you have other Credit Union share accounts that you have designated as overdraft protection sources, we will pay a check or EFT item that would otherwise result in an overdraft by transferring funds from your other share accounts in an amount sufficient to cover the overdraft. We will not make a transfer if it would result in either (a) your membership share account balance falling below the required \$25.00 minimum or (b) if the transfer would cause the number of non-personal transfers out of your share account to exceed six in a month. If we do not make an overdraft transfer for another reason, we will notify you in writing.

If you have an open-end credit account with the Credit Union that you have designated as an overdraft protection source (Personal Line of Credit, Home Equity Line of Credit), and you write a check that would result in an overdraft on your Checking Account, we will consider the check as a request for a loan advance. Loan advances will be made in amounts consistent with the applicable loan agreement, and may incur cash advance fees. Such advances, if made, will be subject to the terms of the applicable open-end loan agreement. No overdraft protection advance will be made if it would cause you to exceed your authorized credit limit or if you are in default on your loan obligation. We may also refuse to make overdraft protection loan advances for reasons explained in the loan agreement, and will give you written notice of the reasons. Please refer to your Loan Agreement and Disclosure for further information.

We will make overdraft protection transfers from the sources you have authorized in any lawful order at our discretion. If you do not have a designated overdraft protection source or if your overdraft source lacks available funds, our policy is that the Credit Union may, at our sole discretion, elect to pay checks you write or EFT withdrawals that would overdraw your account. We are never obligated to pay an item that would overdraw your account. If we elect to pay an item that overdraws your account rather than returning the item unpaid, we will charge you a fee (Paid NSF Fee) consistent with our most recent Fee Schedule. We will process items in any lawful order at our discretion, and you may be subject to multiple Paid NSF Fees in a single day. You must restore the overdraft immediately upon notice by us. If you prefer that the Credit Union return unpaid (NSF) checks that would overdraw your account rather than paying such checks, and you have not so indicated on your Signature Card, please notify the Credit Union and we will code your account accordingly. Please be aware that you will still be charged a fee for any returned items.

At our option, we have the right to automatically redeposit NSF checks without notification to the parties. We have the right to offset a returned NSF item with the proceeds of any other account in which you have an interest.

NSF checks that you deposit and NSF checks that you write may be automatically represented electronically via automated clearinghouse (ACH), provided the amount does not exceed \$2,500. These re-presentments are considered Electronic Fund Transfers and subject to Federal Reserve Regulation E (Electronic Funds Transfer). Some limits apply. For example, the face of the check must indicate that the item was returned NSF, the payee must have notified you that the check could be electronically re-presented if it was returned NSF, and the check must not be altered or forged.

Even if you have overdraft protection, the Credit Union can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account such as check "kiting."

The same rules apply if an item is returned for which you have obtained cash. You waive protest and notice of dishonor for nonpayment of deposited returned items.

Because of changes in check processing rules and procedures, you should be aware that checks you write can clear in a matter of minutes or hours, rather than in a matter of days. You should not write checks intending to make deposits to cover them later, unless you plan to rely on your overdraft protection.

### **Prohibition on Pledging Funds**

Funds deposited in Checking Accounts may not be pledged as security for a loan.

### **Check 21 and Substitute Checks**

The Check Clearing for the 21st Century Act, otherwise known as Check 21, took effect in October 2004. This law allows financial institutions to “truncate” clearing checks by creating an electronic image of a check rather than using the original paper check. The electronic image is called a “substitute check.” The substitute check includes the front and back of the original check and the legend, “This is a legal copy of your check. You can use it the same way you would use the original check.”

### **Preauthorized Drafts**

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your checking account number along with your routing and transit number and authorize them to use the information to debit your checking account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your checking account information to the payee is considered authorized by you, even though you have not signed a check.

## **CREDIT UNION OFFICIAL CHECKS**

If you obtain a check drawn on the Credit Union payable to someone other than yourself, the Credit Union is (under normal circumstances) guaranteeing the payment of the check. For that reason, we will only accept a request for a refund or replacement after we receive a written declaration from you or from you and, in some cases, the payee. The declaration should be made under penalty of perjury and (a) if made by you, should state that the check was lost, stolen, or destroyed before it was delivered to the payee, or (b) if made by the you and the payee, should state that the check was lost, stolen, or destroyed after the payee received the check but before the payee negotiated it.

If we receive the refund or replacement request after the check has cleared, we will not be responsible for the loss.

We will not issue a replacement check until 90 days after the date of the original check.

If after the lapse of the 90-day period, we pay the purchaser or payee who declared that the original check was lost, stolen, or destroyed, we are discharged from further liability. If a holder in due course presents the original check after that, you must pay the proceeds of the original check to the holder or to us (if we are required to pay the original check). If you fail to meet this obligation, you agree that Our Right to Recover What You Owe Us applies. If we cannot recover our loss by exercising our Right to Recover What You Owe Us, you agree that we can recover our reasonable attorney’s fees and costs of suit if we take legal action to collect what you owe.

## **WIRE TRANSFERS**

This section of the Handbook covers wire transfers, which are subject to applicable law and regulation, including but not limited to Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. Please refer to the Electronic Funds Transfer section XIII of the Handbook for information about consumer fund transfers conducted via the Automated Clearing House (ACH) system. Fees apply to wire transfers (please see the Fee Disclosure). Wire transfers sent and received by the Credit Union are subject to the following terms.

If we receive a wire transfer on your behalf, our responsibility is to carry out the terms specifically as transmitted by the sending financial institution, including any specific security procedure.

We will not be liable for damages to you or to a third party if we carry out the written instructions we receive in a reasonable manner. It is your responsibility to verify that expected funds are posted to the appropriate account.

We will not be liable for damages to you or any third party that result from causes beyond our reasonable control (such as natural disasters or acts of war or terrorism) or the acts or omissions of other institutions or parties involved in your wire transfers.

We can rely on any account or routing numbers furnished by you as sender or any numbers transmitted with a wire transfer from another financial institution for your benefit.

We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfers. Neither we nor any other institution involved in your wire transfers has any duty to confirm that the account number and name of the intended beneficiary of the wire transfer match. Wire transfers are posted to beneficiary accounts according to account numbers provided in the sender's instructions.

We reserve the right not to complete wire transfer requests that do not contain the following information: Beneficiary's financial institution name and address (including country if outside the United States), beneficiary's name and address, and beneficiary's account number. All wire transfer requests are screened against lists provided to us by the United States Office of Foreign Asset Controls and we will block or not complete any wire transfer to any prohibited country or individual.

We may, as an accommodation to you, attempt to assist you in identifying routing numbers or correspondent bank numbers for your wire transfer recipients. However, any such assistance is provided as an accommodation to you only. We will not be responsible for any errors.

We will not be liable for indirect, consequential, or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that a loss may occur. Our maximum liability will be the amount of the wire transfer.

You agree that wire transfers you receive will be reflected on your monthly statement and that we have no duty to provide any further notice of incoming wires. You agree to examine your statement promptly and notify us of any errors or unauthorized wire transfer errors within 30 days after we mailed you the statement. If you do not notify us within 30 days, we will not be liable for any dividends or interest related to the error. If you fail to notify us of an unauthorized wire transfer within one year, we will not be liable for the amount of the transfer.

If we receive an erroneous transfer to your account, the sending party is generally responsible for collecting the money directly from you. We have the right to reverse an erroneous transfer to your account by deducting the amount of the transfer from your account. We will notify you if this happens. If a wire transfer you receive is reversed and the reversal results in a negative balance, you agree to immediately restore any negative balance upon our demand. If you do not, you agree that we can collect any negative balance from any other account in which you have an interest. If we cannot recover what you owe in this way, you agree to pay our reasonable collection costs including attorney fees.

Unless we tell you otherwise, our cutoff time for wire transfers is 1:00 Pacific time. Payment orders, cancellation, or amendments received after the cutoff time will be processed during the next business day we are open.

Once a wire has been sent, it generally cannot be changed or canceled. If, after you submit wire instructions, you want to change or cancel the instructions, we may, solely as an accommodation to you, attempt to implement your request, but we will have no liability for failing to comply with change or cancellation requests.

Your wire transfers may be delayed if you give us erroneous information, if you have not kept your contact information that we maintain in our records current, or if we reasonably believe that implementing the request would result in a violation of federal law or regulation, such as but not limited to the regulations of the Office of Foreign Assets Control.

In sending wire transfers for you, we will follow security procedures. If you make your request in person, we require photo identification and ask for ID and secured phone numbers. If you submit a wire transfer request via online banking, we will require you to answer certain security questions to verify your identity to reduce the risk of unauthorized users initializing wires out of your account, but you are liable for any wire transfer requests submitted by authorized users of your online banking.

We can refuse to carry out a request for an outgoing wire transfer, reject an incoming wire transfer, or refuse to attempt to implement a cancellation or change request if the instructions you give us cannot be implemented (for example you give us a beneficiary institution routing number that our information indicates does not match any known routing number), if we have reason to believe that doing so will cause us a loss, or for any other lawful reason.

## **TAX INFORMATION**

On your tax return, your Credit Union dividends should be listed as interest earned on savings.

We are required by the Internal Revenue Service (IRS) to maintain an up-to-date social security number or tax identification number for each member.

We will both (the Credit Union and the member) be subject to Federal penalties if we do not have your correct social security number or tax identification number.

## **ESCHEAT OF INACTIVE ACCOUNTS**

If you have not initiated any transactions on any accounts or loans you maintain with us, funds in your accounts may be subject to escheat (turnover to the state). We may charge the maximum fee allowed by law for this process. In general, if your last known address was in California, funds will escheat after three years of inactivity. You will receive a warning required by law that your accounts may escheat unless your total balances with the Credit Union are less than any minimum provided for in California law. If your last known address is in another state, escheat will depend on the laws of your state and whether your state has a reciprocity arrangement with the State of California regarding unclaimed property.

## **FEDERAL ACCOUNT INSURANCE**

Your Credit Union accounts are federally insured by the National Credit Union Administration, a U.S. Government agency. For more information, please contact a Credit Union representative or refer to the account insurance publications available on the NCUA website, [www.ncua.gov](http://www.ncua.gov).

## **KEEPING YOUR ELECTRONIC FUNDS TRANSFER ACCESS DEVICES SECURE**

To minimize the risk of unauthorized use of EFT devices, you agree to follow these rules: (a) Never write PINs or access codes on your ATM or CheckCards or keep them on pieces of paper in your wallet or by your telephone or computer. Do not let others watch you key in your PINs or access codes. (b) If you voluntarily provide Tech CU EFT Cards, PINs, or access codes to anyone, you are authorizing that person to take all of the money out of your account. Tech CU is not bound by agreements between you and third parties limiting their permission to use your EFT devices. (c) The only time you should provide a PIN or access code to Tech CU is when you are logging in to use an EFT device such as an ATM, online banking, or audio response. Tech CU will never send you postal or email asking for your PIN or access code or ask you for those codes in person or by telephone. Any email or postal mail requesting your PIN or access code is fraudulent and if you receive it, you **SHOULD NOT** release your information but you **SHOULD** notify Tech CU as soon as practicable.

## **ADDITIONAL SERVICES**

Other Technology Credit Union services provided (at the time of this printing) at no or low cost include: Travelers Cheques; official checks; money orders; direct deposit; STAR<sup>SM</sup>, Visa/PLUS, the CO-OP Network, Discover/Novus<sup>®</sup>, and American Express ATM Networks; Visa Point-of-Sale and MasterCard Maestro<sup>®</sup> Networks; CU Service Centers; and Bank-by-Mail services. Membership also entitles you to use the discounted services of The Car Store, membership at Costco, and other occasional discounted services.

## **FUNDS AVAILABILITY POLICY**

When you deposit an item (such as a check) drawn on another institution, there is always a time delay before the item reaches the institution on which it was drawn and we receive payment. For this reason, we may not be able to allow you to immediately withdraw the money represented by these items. Our policy is to make the money available to you as soon as possible. However, there are exceptions to this.

Under Federal Regulation CC (Availability of Funds and Collection of Checks), the following summary is given to you to meet federal notice requirements of our check hold policy and a specific understanding of circumstances which might cause a delay in availability. Please read it and keep it for future reference.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or electronic payments that you initiate.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit in person at a Credit Union office or CU Service Center office before close of business on a day that we are open, or at a Tech CU ATM before 1:00 p.m. on a business day, or at a CO-OP Network ATM before 3:00 p.m. on a business day, or at a Credit Union Express or Night Drop facility before 2:00 p.m. on a business day, we will consider that day to be the day of your deposit. (Note that although Credit Union offices and CU Service Centers may be open on weekends, weekend deposits are considered made as of the next non-holiday weekday.) However, if you make a deposit at a Credit Union office or CU Service Center after we close at the end of a business day, or at an ATM, Express Drop or Night Drop after cutoff hours, we will consider your deposit made on the next business day that 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 fifth business day after the day of your deposit. The first \$100 of your deposits will 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:

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. We 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 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 eleventh 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, and travelers cheques,

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 and you may have to use a special deposit slip. The excess over \$5,000 will be available on the eleventh 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 may 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 eleventh business day after the day of your deposit.

### **Location of Check Endorsements**

Federal law requires all check endorsements to be in the first 1 1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check; the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that do not comply with the endorsement standards.

### **FEES**

See the Fee Schedule.

### **BACKUP WITHHOLDING**

Technology Credit Union has the right to withhold amounts required by federal tax laws from withdrawals if either you or the Internal Revenue Service advise us that you are subject to back up withholding, or if you fail to certify your correct Taxpayer Identification Number or Social Security Number in writing, on a form designated by us.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE STATEMENT**

### **Introduction**

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your account that are started electronically. This agreement applies to transactions initiated by ATM, Visa CheckCard, Call-24, Point-Of-Sale, Online Banking, including bill-payment and mobile banking (referred to as Tech CU Mobile) accessible through cellular telephones or PDA devices with internet access, and third-party transfers into your account, such as direct deposit of pension payments or payroll deduction and transfers out of your account to third parties, such as automated bill payment services. Wire transfers are subject to different requirements (see the WIRE TRANSFERS section of this Handbook).

### **Call-24 Telephone Transaction System Access to Your Accounts**

Call-24, our telephone transaction system, lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. To access Call-24 simply dial (408) 451-9111 or (800) 553-0880 (outside 408 area code).

### **Accessing the System**

At your request, we will assign your account(s) a unique and confidential Personal Identification Number (PIN). You are the only person who will know this number. If you forget it, a new PIN will have to be assigned. For your protection, the Credit Union highly recommends that you do not tell anyone your PIN. Also, do not write your PIN anywhere it could be made available to someone else. To access Tech CU Mobile you must enroll in Online Banking, go to a specific URL and enter your Online Banking username and password.

### **Available Services**

By keying in your confidential PIN and the proper command, you will be able to do any of the following transactions from a touch-tone phone:

- Transfer funds from one of your accounts to another account under the same base membership number;
- Obtain an open-end line of credit loan advance and have it deposited directly to your share savings or checking account, provided you have an active line of credit and are meeting all of its terms;
- Make loan payments by direct transfer from your account;
- Obtain account information including: posting of transactions, loan status, account balances, dividends, last deposit, check clearance status, and tax information;

## **Additional Terms**

Other related services may be added. Please refer to the “Terms Applicable to all EFTs” portion of this agreement for additional terms that apply to Call-24.

### **Limits on Call-24 Use**

- Call-24 transfers and withdrawals are subject to federal limits on non-personal transfers out of non-transaction accounts. Please see the “DEPOSITS AND WITHDRAWALS” section of this Handbook for details.
- Call-24 is generally available 24 hours a day, 7 days a week. However, there may be occasional service interruptions. Please be patient and try again at a later time.

## **Documentation**

Call-24 transactions will appear on your account statement.

## **Unauthorized Call-24 Transactions**

Notify the Credit Union immediately if you believe an unauthorized person has gained access to your PIN. You should also change your PIN immediately. See the “Unauthorized Transactions” information in the “Terms Applicable to All EFTs” section of this EFT agreement for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.

## **ONLINE BANKING (Including Bill Payment and Tech CU Mobile—online access to your accounts)**

### **Available Services**

Online Banking allows you to access your Technology Credit Union accounts using your home computer with Internet access or a cellular telephone or PDA with Internet access.. You can enroll in Online Banking online by using your member number and answering a few verification questions to receive a one time activation code. During the enrollment process you will select an alphanumeric user name and alphanumeric password for subsequent access to Online Banking. You will also select challenge questions and answers that you will be prompted to answer whenever accessing Online Banking from a computer we do not recognize. We will display to you a unique image and welcome phrase you select during the enrollment process before we ask for your password, so you can be assured you have reached our legitimate Online Banking website. In addition to the features available through Call-24, Online Banking also provides access to:

- eStatements & eTaxes (electronic versions of your Tech CU account statements and tax forms)
- Export account history directly into Personal Financial Software applications such as Quicken or Microsoft Money
- Pre-filled loan applications
- Loan status on pending consumer loan applications
- Special alerts and announcements
- Order additional or replacement ATM cards or CheckCards
- Activate Tech CU-issued CheckCards or ATM cards
- Open additional share and certificate accounts
- Bill Payment and Bill Presentment through select billers
- Stop payment requests
- Member-to-member transfers
- Bank-to-bank transfers
- Cleared check images
- Order or reorder checks
- Update your profile including address, phone, and email information
- Update your Online Banking access credentials
- Secure messaging to Technology Credit Union personnel
- Process wire transfers

With TechCU Mobile and your cellular telephone or PDA with internet access, and by accessing the special TechCU Mobile URL you can (i) transfer funds between your checking, savings and signature credit line accounts, (ii) view transactional history to find out if checks have cleared, (iii) verify account balances, (iv) view current rates, (v) locate ATMs and (vi) pay bills using Bill Pay .

### **Limits on Online Banking Transactions**

Withdrawals or transfers from non-transaction (i.e., savings) accounts are subject to federal limits and count toward the six-per-month limit on non-personal with-

drawals you may make from your non-transaction accounts. See the DEPOSITS AND WITHDRAWALS section of this Handbook, which explains in detail the limits on non-personal transfers.

If your password is entered incorrectly three times in a row, Online Banking will block access to your account. A Member Services Representative Manager can reset your access for you. You can also request your user name online by using your member number or CheckCard/ATM card number. Your user name will be emailed to the email address we have on file for you. Your password may also be reset online by answering a few questions correctly after we have identified you are accessing from a recognized computer.

Your access may also be blocked if you incorrectly answer each challenge question two times in a row when accessing your accounts from an unrecognized device. A Member Services Representative Manager can reset your challenge questions for you.

A detailed disclosure of Online Banking, including bill-payment and Tech CU Mobile features and requirements, will be provided to you when you sign up for those services.

### **eStatements & notices**

Online Banking allows you to receive your statements and other notices, such as tax forms electronically. Electronic statements will contain all the same information as paper statements. You will have the same opportunities to contact us about any errors or problems. You will need a computer with Internet access, an email address, and access to Online Banking.

You may also elect to discontinue receiving paper statements by regular mail. You can do this at anytime through Online Banking or by contacting a Member Services Representative. If you chose this option, we will make your eStatements available for you to pick up securely through Online Banking.

If you elect not to receive paper statements by mail, we will send you an email when your eStatements are available for viewing. To access your eStatements, log on to Online Banking at [www.techcu.com](http://www.techcu.com) (or at the special URL for TechCUMobile) using your user name and password. Once you have logged on successfully, select "Manage Services" then "eStatements" from the navigation bar.

You will be able to download and print copies of your eStatements if you wish to do so. Please keep us informed of any change in your email address. If we attempt to email notices that your statements are available to you and our email is returned because your address is bad, we will attempt to contact you by phone to obtain your valid email address. If we are unsuccessful reaching you by phone, we will send you a request for a valid email address at the mailing address we have on file for you. If we do not receive a response within 14 days of sending you a request by mail, we will stop sending eStatement notices and instead send paper statements to the last mailing address we have for you in our records.

If you later decide that you prefer to have paper statements mailed to you, you can submit a secure online request through Online Banking to request reinstatement of paper statements.

By requesting to discontinue receiving paper statements by mail, you confirm that you have successfully downloaded and retained a test statement from our website. (If any of your accounts or loans are held jointly, we will honor the instructions of any joint owner or borrower. However, if we receive conflicting instructions, we will send paper statements.) We will send eStatements on all accounts and loans you have with Technology Credit Union.

### **Security**

You are authenticated into the system by your Online Banking access credentials and accessing via a recognized computer you register with us online. When using an unrecognized computer, you will be required to correctly answer a challenge question that you established when enrolling in order to proceed to Online Banking. We will also present to you an image issued uniquely to you and a welcome phrase you established before entering your password. At the time of this printing, this information is encrypted by Secure Socket Layers (SSL) capable of 128-bit encryption. The latest mainstream browsers that support 128-bit encryption are required for access to Online Banking. As advancements are made in Internet

security and encryption standards, the software requirements may change. Please see our website at [www.techcu.com](http://www.techcu.com) for current requirements and a list of supported operating systems and browsers.

Technology Credit Union uses current encryption technology for Online Banking to protect your accounts and information. However, we cannot guarantee the security of information transmitted over the Internet.

At your option, you can block Online Banking access on your account. To block your account, contact a Member Services Representative at the numbers listed in the “How to Contact Us” section at the end of this Handbook.

### **Limitations**

You will need a computer with access to Online Banking and a supported mainstream browser capable of handling advanced encryption transmissions. For a complete list of supported operating systems and browsers, please see our website at [www.techcu.com](http://www.techcu.com). You are responsible for installing, maintaining, and operating your computer. Technology Credit Union is not responsible for any computer virus or any other problem associated with your use of Online Banking.

### **Fees**

See Fee Schedule.

### **Unauthorized Online Banking Transactions**

Notify Technology Credit Union immediately if you believe an unauthorized person has gained access to your Online Banking access credentials. You should also change your user name and password immediately. See the separate “Unauthorized Transactions” provisions of the “Terms Applicable to All EFTs” portion of this Handbook to learn how to contact Technology Credit Union and about your potential liability for unauthorized transactions.

### **Canceling Bill Payments**

You can cancel any Bill Payment online through Online Banking Bill Pay before the payment has begun to process. However, once a bill payment has begun to process, it cannot be stopped. You must resolve any dispute you have directly with the person to whom you made the payment.

### **Disclosure**

At the time of printing, these are the features available through Online Banking. More features may have become available by the time you receive this agreement. You will receive supplemental documentation regarding these features and it will be considered as a valid addendum to this agreement.

### **Documentation**

Online Banking transactions will appear on your periodic statements, and you can use Online Banking to view your account history at any time.

### **WEBSITE**

Technology Credit Union maintains a website that can be reached from the Internet at the following Uniform Resource Locator (URL): [www.techcu.com](http://www.techcu.com). The website (other than Online Banking) is informational and is not an electronic funds transfer service. Use of the website is not subject to the terms of the Handbook.

The website provides information regarding Technology Credit Union including but not limited to:

- Products and services
- Promotions and current events
- Rates and terms
- Membership information and eligibility requirements
- Location and access information
- New membership account application
- Loan applications
- Interactive forms and request capabilities
- Employment opportunities
- Other informational pieces such as annual report files and links to other sites

Technology Credit Union also delivers many other enhanced services via the Internet through Online Banking. For more information on these services, please refer to the Online Banking section of this agreement.

## CHECKCARDS AND ATM CARDS

### Services

A CheckCard bears the Visa logo, but is not a credit card. It allows you and anyone you authorize to use the CheckCard wherever Visa is accepted to order the Credit Union to make payments from your Credit Union Checking Account without writing a check. You must be a Technology Credit Union account holder in good standing with a checking account to qualify for a CheckCard. You can also use a CheckCard to do anything you can do with an ATM Card.

An ATM Card allows you, and anyone you authorize to use the Card, to request that the Credit Union make withdrawals from your Credit Union Checking or Savings account. You must be a Technology Credit Union account holder in good standing with a Checking and/or Savings account to qualify for an ATM Card.

At Technology Credit Union proprietary ATMs, you can use your CheckCard or ATM Card to:

- Withdraw cash from your Technology Credit Union accounts (see the Fee Schedule for current daily limits).
- Deposit funds to Share Savings and Checking accounts.
- Transfer funds from Share Savings and Checking accounts to Share Savings, Checking accounts, or Personal Lines of Credit.
- Make Credit Union loan payments.
- Obtain balance information on Share Savings, Checking accounts or Personal Line of Credit accounts.
- Obtain loan advances from your Personal Line of Credit.

At Network (Nonproprietary) ATMs designated by Technology Credit Union (including Visa®, the CO-OP Network, STAR<sup>SM</sup>, Visa/PLUS, Discover/ Novus®, or American Express ATMs at the time of this printing) you can:

- Withdraw cash
- Transfer funds
- Obtain balances on your Share Savings and Checking Accounts
- Buy American Express Travelers Cheques (American Express ATMs only)
- Make deposits (at the CO-OP Network ATMs only)

In addition to these transactions at ATMs, you can use your CheckCard or ATM Card to:

- Pay participating merchants for goods or services through Visa Point-of-Sale (POS) and MasterCard Maestro® POS terminals.

You can also use your CheckCard to:

- Pay participating Visa plan merchants for goods or services by a signature transaction.
- Withdraw cash from your checking account by a Visa signature cash advance transaction at participating financial institutions or from others who honor the Card.

You will need your CheckCard or ATM Card and your PIN for POS and ATM transactions.

Use of the CheckCard or ATM Card authorizes the Credit Union to charge your Checking Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card.

### Terms and Conditions

Use of the CheckCard will be treated as though it were a check and will also be governed by the terms of your agreements with the Credit Union that apply to your Credit Union Checking Account (including the General Terms and the Checking Account Terms of this Handbook) and the terms of any overdraft protection agreement you have with the Credit Union, except that:

- We may charge withdrawals to the Checking Account in any order we determine consistent with the law, and if funds are not sufficient to cover all withdrawals, we may pay CheckCard or ATM Card withdrawals and dishonor paper checks.
- We cannot honor stop payment requests on CheckCard transactions.

Use of the ATM Card is also subject to the terms of the agreements governing the accounts you access using your ATM Card (including the General Terms and the Checking Account Terms of this Handbook), including any overdraft protection agreement on your checking account. Overdraft protection is not available on any type of account other than checking. As with CheckCard use, we may charge withdrawals to your accounts in any order we determine consistent with the law, and if there are not sufficient funds to cover all withdrawals, we may pay ATM Card withdrawals and dishonor paper checks or other withdrawals. We cannot stop payment on any transaction made with your ATM Card.

Although other documents you may receive when you initiate transactions with your CheckCard or ATM Card, such as sales receipts, may have contract terms printed on them, your CheckCard or ATM Card agreement with the Credit Union is limited to the terms in this EFT agreement plus the terms in this Handbook that apply to the accounts you access, plus any overdraft protection agreement on a checking account that you access with the Card.

Merchants and others who honor the CheckCard or ATM Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your Checking account for that amount.

If you authorize us to issue a duplicate CheckCard or ATM Card to someone, you are authorizing that person to withdraw funds and perform any transaction that you could perform yourself with a CheckCard or ATM Card. You are responsible for all of their transactions, whether or not you gave them permission to make a particular transaction. This rule regarding authorization also applies if you give another person the means to access other EFT services.

You consent to the terms of this agreement by using the CheckCard or ATM Card. You continue to be bound for all transactions resulting from the use of the CheckCard or ATM Card until you give us written notice of termination of the account and return CheckCard or ATM Card to us.

Any person who applied for the CheckCard or ATM Card, or signs the CheckCard or ATM Card, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.

You are also obligated to repay any charges resulting from the use of the CheckCard or ATM Card by another person with your express or implied permission, whether or not the person stays within the limits of use set by you. Once you give a person permission to use your CheckCard or ATM Card, all transactions by that person are considered authorized. For example, if you give your Card to a family member in April and tell her to buy groceries, and she uses your Card to obtain cash in October, the October transaction is considered authorized.

Any persons who use the CheckCard or ATM Card are also obligated to repay the Credit Union for all charges incurred because of their use of the CheckCard or ATM Card.

You remain bound to pay for charges resulting from CheckCard or ATM Card use even though another person has been directed to pay the debt by agreement or court order to which we are not a party, such as a divorce decree. Any release from the obligation to pay amounts owed to the Credit Union will be valid only if in writing and signed by an authorized Credit Union representative, or if pursuant to the order of a court in an action to which we are a party.

You understand and agree that if you or anyone you authorize to use the CheckCard or ATM Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, the Credit Union will follow the instructions given on the keypad.

You agree that if you or anyone acting with you uses your CheckCard or ATM Card with fraudulent intent, we consider that transaction to have been authorized by you.

If you wish to change your CheckCard or ATM Card or PIN, you must bring your Card to a credit union office for re-coding.

**International Transactions (purchases, cash withdrawals and funds transfers)**

For international multicurrency transactions (1) the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, and (2) VISA will add an international service assessment of 1% to the transactions amount and we may pass this on to you. For international single currency transactions processed in U.S. dollars, VISA may add a 0.80% fee and we will pass this on to you.”

**CheckCard or ATM Card Fees**

The use of the CheckCard or ATM Card at ATMs may be subject to a fee if the owner of the ATM you are using imposes a fee. If a fee is imposed, the law requires the ATM owner to disclose this information to you on the ATM or on the screen prior to completion of the transaction. The Credit Union imposes no fee applicable directly to the CheckCard or ATM Card. However, the relationship level with which the CheckCard or ATM Card is linked may have monthly maintenance fees and impose fees for ATM or Point-Of-Sale Card use, which may also apply to use of your CheckCard or ATM Card. Please refer to the Fee Schedule for fees that may be incurred for types of transactions for which you can use the CheckCard or ATM Card. If you make a deposit at any third-party ATM, such as CO-OP Network, and you make an error (such as entering a wrong amount on the keypad, lack of endorsement, or another error), the third-party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reason will be charged a returned check fee. These charges will be passed on to you.

**Limitations**

You must not use or allow others to use your CheckCard or ATM Card for illegal transactions, such as illegal online gambling. The responsibility for determining the legality of transaction lies with you, not with the Credit Union. You cannot use the actual or alleged illegality of an authorized transaction as a defense to your obligation to pay any amounts by which you become indebted to us. We reserve the right to refuse to authorize any transaction that we reasonably believe is illegal. We also reserve the right to terminate your Card privileges if you use your Card for illegal activity.

ATM withdrawals must not exceed the available balance in the account you access. If you have available funds, you can withdraw cash from ATMs and make merchant and POS transactions up to the limits stated in the Fee Schedule. Merchant and POS transactions will be deducted from your checking account only. Individual merchants, ATMs, or POS terminals may impose their own transaction limits.

We may debit or place a hold on your checking account for transactions when we receive an authorization request or when we receive a notice that a transaction has occurred. While the hold is in effect, you will not have access to “held” funds other than for the authorized transaction. If a final transaction posts to your account before the end of the “hold” period that follows an authorization request, the available balance in your account may be temporarily reduced by the amount of both the “hold” amount and the transaction amount.

All transactions are subject to verification and availability of funds within the designated account.

Although you have sufficient funds in your account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution, or other entity that honors the CheckCard or ATM Card will not be able to determine your actual balance. Therefore, the Credit Union will not be liable for the refusal or inability of any such ATMs or entities to allow you to use your CheckCard or ATM Card or for their retention of your CheckCard or ATM Card.

CheckCard or ATM Card transactions must be backed with actual available funds in your Credit Union Checking or Share Savings Accounts. If you have been approved for overdraft protection, we will make a loan advance or transfer funds from your designated overdraft protection source sufficient to cover any negative checking account balance due to CheckCard or ATM Card transactions, up to your available credit limit or the available balance in your account, depending on the overdraft protection source(s) you have. Overdraft protection transfers or advances will be made from the sources you designate in the order you designate in writing or

verbally. Unless you have overdraft protection or available funds, we have the right not to honor your transaction request. Overdraft protection is not available on savings accounts, even if you have an overdraft protection line of credit. If a transaction occurs that overdraws your account, you agree to immediately reimburse the Credit Union for the amount by which your account is overdrawn. It is your responsibility to not attempt to withdraw cash against deposits that have not yet cleared in the time permitted by the law and the Credit Union procedures.

Generally, the Credit Union's ATMs will be available for your use seven (7) days a week, twenty-four (24) hours a day. However, please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection, and repair.

Loan payments are subject to verification and collection. Loan payments made at ATMs will be credited to your account the same day, providing your transaction is made Monday through Friday before 1:00 p.m. Pacific time. Payments made after 1:00 p.m. (or at any time on a weekend or holiday) will be credited on the next business day.

All deposits are subject to the "FUNDS AVAILABILITY POLICY" section of this Handbook.

Deposit errors will be corrected at the time of verification. If an error results in an overdraft, the overdraft provisions applicable to your checking account will apply. If a negative balance cannot be restored, Our Right to Recover What You Owe Us will apply.

Deposits of checks will be credited subject to collection and verification. Deposits made to ATM machines not owned by Technology Credit Union will not be available until the fifth business day after the day of deposit and are subject to verification.

As a safeguard against unauthorized use of your CheckCard or ATM Card, the ATM will not operate (and your Card may be captured by the ATM), if your ATM PIN is incorrectly entered three (3) times in a row. Should this happen, please contact the Credit Union during normal business hours.

### **Card Activity Fraud Monitoring and Blocking**

As part of our efforts to protect our members' assets and avoid losses due to unauthorized CheckCard or ATM card activity, Tech CU has implemented a fraud monitoring system on all issued CheckCards and ATM cards. This means that if your Card is subject to an unusual pattern of activity and we are unable to reach you to verify authorization of the activity, your Card may be blocked.

If you anticipate making purchases that are unusual for you as to dollar amount, frequency, type of merchant, or location, please call us ahead of time so that we can flag your account to reduce the risk that a fraud block placed on your card will result in inconvenience to you.

Be aware, however, that in all cases, we reserve the right to block your Card if we reasonably believe that use of your Card may result in unauthorized activity on your accounts that would cause us a loss. Also, be aware that our reservation of the right to block your Card against activity we believe is fraudulent is not a guarantee that your Card will not be subject to unauthorized use.

Remember that all VISA CheckCard Holders are automatically enrolled in VISA's Identity Theft Program and are protected by VISA's Zero Liability policy, which means 100% protection for you in case of fraud. All members benefit if the Credit Union keeps Card fraud losses to a minimum.

You can call the Fraud Services team directly at (800) 793-5979 or call them collect at (651) 361-2021 from outside the United States 24 hours a day, seven days a week, to report fraud or loss or theft of your Card, to notify us of travel or major purchase plans, or to ask that a block on your Card be removed.

### **Transaction Dispute Rights Applicable to CheckCard Only**

CheckCards fall under Federal Reserve Regulation E (Electronic Funds Transfer), not Federal Reserve Regulation Z (Truth In Lending), because they are debit cards, not credit cards. Unlike Regulation Z, Regulation E does not give you any special rights if you have a dispute with a merchant regarding the goods or services you

purchased with a debit card. However, Visa operating rules give you certain rights to dispute merchant transactions. You must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify the Credit Union at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant.

The Credit Union will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. The Credit Union will, at a minimum, provisionally re-credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (20 business days for accounts open less than 30 days; 5 business days for claims of unauthorized CheckCard use on accounts open at least 30 days). It may take up to 45 days (90 days for point-of-sale or foreign transactions or accounts open less than 30 days) to make a determination.

If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, the Credit Union will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination.

Signature-based transactions on HSA CheckCards fall under Visa's Zero Liability Policy. PIN-based HSA CheckCard transactions, however, do not fall under Visa's Zero Liability Policy, rendering the cardholder liable for those transactions in case of dispute.

If Visa operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. We will notify you if this happens, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts. If a negative balance cannot be restored, Our Right to Recover What You Owe Us will apply.

Your rights to dispute merchant transactions through the Credit Union are limited to those provided by Visa's operating rules.

### **Verified by Visa**

If you use your CheckCard for online transactions, you may be asked or required to enroll in Verified by Visa. Terms of Verified by Visa will be disclosed to you online when you enroll.

### **Documentation of CheckCard or ATM Card Transactions**

Each time you use a CheckCard or ATM Card at an ATM, or for a signature or POS transaction, you will receive an acknowledgment receipt describing the transaction (unless an ATM notifies you before completing your transaction that receipts are not available). Keep these receipts to update your records and verify your monthly statements.

### **Liability for Unauthorized Use**

In general, your potential liability for signature transactions initiated with the CheckCard is zero under Visa operating rules. However, if you are grossly negligent in handling your CheckCard or reporting its loss or theft, your liability for any PIN or signature CheckCard transaction may be up to \$50 under California law. In addition, if you fail to report the unauthorized use of your CheckCard within sixty days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred after the sixty-day period, including any maximum credit that may be used for overdraft protection (not available on CheckCards linked to HSAs). If a good reason, such as a long trip or hospital stay, kept you from reporting the loss or theft of your Card or unauthorized activity that appeared on your statement, the reporting period may be extended. Your potential liability for unauthorized use of ATM Cards is that set out below in the "Unauthorized Transactions" part of the "Terms Applicable to All Technology Credit Union EFTs" portion of this EFT agreement.

## **AUTOMATED CLEARING HOUSE (ACH) SERVICES**

ACH transfers include automatic deposits into your accounts from third parties, such as direct deposit of your payroll or retirement benefits, and automatic payments out of your account to third parties, such as transfer to pay insurance premiums or health club dues. ACH transfers also include certain re-presentments of checks returned for insufficient funds (RCK entries), electronic presentments by payees to collect money you owe (ARC entries), and electronic presentments of point-of-purchase items such as checks (POP entries or BOC [back office conversion] entries). Your rights and responsibilities with respect to ARC, POP, and BOC entries are all subject Federal Reserve Regulation E as well as ACH rules. For RCK entries and ARC entries, the payee is required to notify you in writing that these items may be presented via the ACH system. For POP or BOC entries, the payee may convert a check you write to an electronic payment.

### **Available ACH Services**

ACH is available for direct deposit to your Technology Credit Union accounts and to set up regular payments from your Technology Credit Union accounts to third-party payees.

### **Notice of Payments in Varying Amounts**

If your regular payments vary in amount, the person you are going to pay is responsible for notifying you of the amount at least 10 days in advance of the scheduled payment date. You may elect to receive this notice only when the payment amount will vary by more than a specified amount from the previous payment, or when the amount would fall outside certain limits that you set.

### **Right to Confirm Receipt of Deposits**

If you receive regular (at least every 60 days) direct deposits, the entity sending you the payment is required to notify you when they send us the money. You have the right to call us to confirm whether we have received the payments. You can call Call-24, use Online Banking or call the number at the end of this Handbook to confirm that they have been received. See HOW TO CONTACT US at the end of this Handbook.

### **Limitations on ACH Services**

For deposits, the payer (the person or entity that pays you the money) must offer direct deposit. For payments, the creditor (the person or entity to whom you pay money) must be able to debit the payments via ACH transfer. ACH payments out of your non-transaction accounts are limited to six per month, in aggregate with other non-personal withdrawals (see "Deposits and Withdrawals" above). To make a payment, you must have the full amount of the outgoing payment in your account on the scheduled date.

### **Error Correction**

If an ACH transfer is made to your account in error (for example, your employer inadvertently makes a double deposit of your net pay), you agree that we can reverse the erroneous payment without advance notice to you. We will, however, tell you when a correction has been made. If an error correction results in a negative balance in your account, you agree to immediately restore the account to a positive balance upon our written demand. If you do not do so, you agree that Our Right to Collect What You Owe (see above) applies.

### **Right to Stop Payment and Procedure for Doing So**

If you have regular pre-authorized charges to your account, you can stop any of these payments. Here is how: Contact us immediately, in no event less than three (3) business days before the transfer is scheduled to occur (see the "HOW TO CONTACT US" section at the end of this Handbook). If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. There is a fee for each stop payment request. (Please see the Fee Schedule.) To prevent any future transfers, you should also notify your initiator in writing to stop the charges, and send us a copy.

### **Liability for Failure to Stop Payment of Pre-authorized Transfer**

We must receive notice at least 3 business days before the payment date. If you order us to stop one of these payments at least 3 business days in advance of the scheduled transfer, and we fail to stop the payment, we will be liable for your losses or damages. We will only be liable for your actual damages. The maximum actual damage is the amount of the payment.

## **ACH Conversion of Other Checks**

Persons to whom you write checks may convert them to electronic fund transfers. This may occur when you write a check to a merchant (called an ARC or accounts receivable entry, or BOC or back office conversion entry) or when you send a check to a creditor to pay a bill (called an ARC or BOC accounts receivable entry). Creditors who convert your checks to ARC or BOC entries must permit you to opt out of such conversions.

## **TERMS APPLICABLE TO ALL TECH CU EFTS**

Your acceptance, retention, or use of any Technology Credit Union EFT device constitutes an agreement between you and Technology Credit Union to the terms for the services you obtain as explained above and to the following general terms applicable to electronic funds transfer.

### **Unauthorized Transactions—All EFTs Except As Noted**

#### **Your Liability for Unauthorized Use**

Tell us AT ONCE if you believe your CheckCard, ATM Card, Card PIN, or Call-24/Online Banking PIN/password has been lost or stolen or may be subject to unauthorized use, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Please refer to the "HOW TO CONTACT US" section at the end of this Handbook for how to provide this notification. Calling us is the best way to keep your losses down. You could lose all the money in your account, plus your maximum overdraft line of credit if you fail to promptly report unauthorized use of Call-24, Online Banking, or your ATM Card, or certain CheckCard use. If you believe your ATM Card, Card PIN, or your Call-24/Online Banking Password has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or other unauthorized dissemination of your ATM Card and/or PIN/password, and we can prove we could have stopped someone from using your ATM Card and/or PIN/password without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or we sent you email notification that your electronic statement was available for viewing, you may not get back any money you lost after sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. That means you could lose all the money in your account plus your maximum overdraft line of credit. (This rule does not apply to CheckCards if the unauthorized use falls under Visa's "zero liability" rule.)

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

Please also refer to the CHECKCARDS and ATM CARDS section of this Handbook for additional information regarding liability for unauthorized use of CheckCards.

Please remember: Any person who receives an additional CheckCard or ATM Card at your request, or to whom you give your CheckCard, ATM Card, and/or PIN, and/or Call-24/Online Banking PIN/Password, or whom you permit (either by express or implied permission) to use your CheckCard, ATM Card, and/or PIN/Password will be able to withdraw all of the money in your account. We consider such persons to be authorized users, and you agree that all authorized users may withdraw funds from your accounts with the CheckCard, ATM Card, PIN or Password. You are obligated to repay any charges resulting from the use of your CheckCard, ATM Card, PIN, or Password by authorized users, whether or not the person stays within any limits of use set by you. The only way you can stop an authorized user from withdrawing funds from your accounts is to notify the Credit Union to cancel your CheckCard or ATM Card and/or deactivate your PIN or Password. You remain liable for any authorized use of your CheckCard, ATM Card, and/or PIN/Password that occurs before you tell the Credit Union to cancel them.

## **Loan Accounts**

Please consult your applicable loan agreements for liability for unauthorized direct access by EFT device to your lines of credit.

## **Documentation of Transactions**

All EFT transactions will be described on your periodic statement for the account used. You will receive a monthly statement if you have a Checking Account or in any month in which EFT activity occurred. All members receive a statement at least quarterly.

## **Credit Union Liability—All EFTs**

If we do not properly complete a transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

1. We will not be liable, if:
  - a. through no fault of ours, your account does not contain enough money or you don't have available credit to make the transaction;
  - b. the ATM where you are making the transaction does not have enough cash;
  - c. the ATM, Call-24, or Online Banking system was not working properly and you knew about the breakdown when you started the transaction;
  - d. the money in your account is subject to legal process or other claim;
  - e. your CheckCard or ATM Card, and/or PIN and/or Password have been reported missing and we have blocked the related services;
  - f. circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or
  - g. there are other lawful exceptions established by the Credit Union and you are given proper advance notice of them.
2. In no event will the Credit Union be liable for consequential, indirect or punitive costs or damages.
3. The Credit Union will carry out instructions given to the ATM, through your personal computer over the Internet, cell phone or PDA or to us by written direction to implement a pre-authorized transfer. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify and hold the Credit Union harmless from all costs, claims, damages, or liabilities that we sustain as a result of carrying out in a reasonable manner instructions received through ATM, POS terminal, signature transaction, Call-24, or Online Banking, from the holder of the access device or an authorized user.
4. The Credit Union 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 the Credit Union does not in any way warrant the security or safety of any location. The Credit Union is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of the Credit Union regarding your use of ATMs.

## **ATM Safety**

Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Consider having someone accompany you when you are using the ATM after dark. Put your money away and leave the site as soon as you have completed the transaction. Count cash later in the safety of your vehicle or home. If you notice anyone suspicious approaching the ATM while you are using it, cancel your transaction and put the Card away immediately. Immediately report all crimes to the ATM operator and local law enforcement officials. DO NOT leave your receipts at the ATM.

## **Privacy—All EFTs**

With respect to electronic fund transfers, in the ordinary course of business, the Credit Union will disclose information to a third party about your account or the transfers you make: (a) where it is necessary to complete transfers; or (b) to verify the existence and condition of your account for a third party, such as a credit bureau

or merchant; or (c) to comply with government agency or court orders; or (d) if you give us your written permission. Please refer to our Privacy Policy for a comprehensive discussion of Technology Credit Union's policies on maintaining the privacy of your personal and financial information.

### **Change in Terms—Cancellation—All EFTs**

The Credit Union may change the terms of this agreement by mailing or delivering a written notice or amended agreement to you at your last known address on our records for the account. When we change this agreement, we will give you at least 21 days' written notice. You agree that we may immediately terminate this agreement and your use of Credit Union EFTs, without notice, if any of the following occur:

1. you or any authorized user of your CheckCard, ATM Card, PIN, or Password breach this or any other agreement between us (including loan agreements);
2. we have reason to believe that there has been or may be an unauthorized use of your CheckCard, ATM Card, PIN, or Password;
3. there are conflicting claims to the funds in your accounts;
4. it is necessary to preserve the security of Credit Union accounts or systems;
5. you or any authorized signer on your account requests us to do so; or
6. you obtain cash from an ATM at a time when funds are not available in your Credit Union accounts accessed under this program and you do not have an active and valid Credit Union checking overdraft protection agreement.

Your CheckCard or ATM Card is the property of the Credit Union and you agree to return it to us upon request.

### **Delayed Deposits—All EFTs**

Availability of funds deposited at ATMs may be delayed. Please refer to the "FUNDS AVAILABILITY POLICY" section of this Handbook for details.

### **Additional Terms—All EFTs**

Generally, ATMs may be accessed seven days a week; individual machines are sometimes closed temporarily for servicing.

Electronic funds transfer transactions may involve other Credit Union agreements, such as checking or loan agreements. Wherever applicable, the terms of these agreements shall apply as well.

Applicable law governs this agreement. If any provision of this agreement is found to be unenforceable, the rest of the agreement will remain in effect.

When you use your CheckCard, ATM Card, PIN, or Password, you acknowledge receipt of this agreement, given to you prior to or at the time you received your CheckCard, ATM Card, PIN, or Password.

Business days are Monday through Friday, excluding federal holidays. The Credit Union may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this agreement.

If your use of EFT services results in your becoming indebted to the Credit Union, and you do not pay what you owe us, you agree to pay reasonable collection costs we incur before we take legal action. If we have to take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and all costs we incur in taking the action in addition to what you owe us, whether the legal action we take is a collection lawsuit, a bankruptcy proceeding, an appeal, or another type of legal action.

### **In Case of Errors or Questions About Your Electronic Transfers**

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, contact us at the telephone number or address listed under the "HOW TO CONTACT US" section at the end of this Handbook. Please tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Handbook.

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared or we sent you email notification that this electronic statement was available for viewing. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10)

business days. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days if your accounts is less than 30 days old) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) days (ninety [90] business days for Point-of-Sale [POS] transactions, transactions involving foreign countries, or transactions on accounts less than 30 days old) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (twenty [20] business days if your account is less than 30 days old) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your CheckCard and your account has been open at least 30 days, we will provisionally re-credit your account within five (5) business days.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

We will give you a written explanation of our investigation within three (3) business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will change any provisional credit to a permanent credit. If we find that there was no error, we will reverse any provisional credit and the amount of the provisional credit will be deducted from your account. We will notify you if this happens, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts. If a negative balance cannot be restored, Our Right to Recover What You Owe Us will apply.

## HOW TO CONTACT US

To contact us by telephone, call us at:  
(408) 451-9111 or (800) 553-0880

Tech CU representatives are available to take calls from 8:00 a.m. to 6:00 p.m., Monday–Friday, and Saturdays from 10:00 a.m. to 2:00 p.m. Pacific time (excluding holidays).

You may also visit any Tech CU Financial Center during normal business hours. For information on hours and locations, please call us or visit [www.techcu.com](http://www.techcu.com).  
You may write to us at:

Technology Credit Union  
Attn: Membership Services  
P.O. Box 1409  
San Jose, CA 95109-1409

You may email us at [www.techcu.com](http://www.techcu.com), or directly at [info@techcu.com](mailto:info@techcu.com)

## WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY

Please be sure to include the following information in all correspondence:

1. Tell us your name and account number;
2. Describe the error or transfer in question;
3. If there is an error, explain, as clearly as you can, why you believe there is an error;  
and
4. Tell us the dollar amount and the date of the transfer.

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