

ABOUT YOUR

# Credit Union Accounts

Account Agreements

Funds Availability

Unclaimed Property Law

Electronic Fund Transfers

Arbitration and Waiver of Class Action and  
Jury Trial



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# Table of Contents

<b>Information Regarding Member Identification</b> .....	<b>1</b>
<b>General Terms and Conditions of the Credit Union Accounts</b> .....	<b>1</b>
Savings Account Agreement .....	6
Checking Account Agreement.....	6
Certificate Account Agreement.....	10
<b>Your Ability to Withdraw Funds</b> .....	<b>10</b>
<b>Important Notice About Your Account(s)</b> <b>(California Residents)</b> .....	<b>12</b>
<b>Electronic Fund Transfer Disclosures and Agreement</b> .....	<b>12</b>
Additional Disclosure Applicable to ACH Services .....	17
Additional Disclosure Applicable to ATM Services .....	18
Additional Disclosure Applicable to Debit Card Services.....	18
Additional Disclosure Applicable to Online Banking .....	19
Additional Disclosure Applicable to BillPay .....	20
Additional Disclosure Applicable to Mobile Banking.....	20
Additional Disclosure Applicable to Mobile Deposit .....	21
Additional Disclosure Applicable to Zelle®.....	22
<b>Regulations Relating to Funds Transfers</b> .....	<b>23</b>
<b>Arbitration and Waiver of Class Action and Jury Trial</b> .....	<b>24 - 25</b>

# Disclosure of Account information and Membership Agreement

## YOUR TRUTH-IN-SAVINGS DISCLOSURE

*Please read this document completely and retain it with your personal records. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings", share draft "checking" and share certificate "certificate" accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*

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

**Additional account-specific disclosures (as amended from time to time) are contained in separate disclosure documents provided to you at account opening and upon request, and are incorporated by reference into this Agreement.**

**Please note that this Agreement contains a BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER, which affects your rights with respect to certain claims or disputes by or against the Credit Union as now described in this Agreement and can be found on pages 24 and 25. You may opt out of this provision as described on page 25.**

## Information Regarding Member Identification

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

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

## General Terms and Conditions of the Credit Union Accounts

Additional disclosures pertaining to specific Credit Union account types will be provided separately.

### **Membership & Account Application**

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

### **Membership Eligibility**

To be eligible to join Wheelhouse Credit Union you must qualify for our field of membership and either pay a membership fee (see our Fee Schedule) or purchase and maintain a share at par value. For membership eligibility, please call us at (619) 297-4835.

## **ByLaw Requirements**

The maximum number of shares that may be held by any one member shall be established from time to time by resolution of the Board of Directors.

If you become a member by purchasing a share at par value, if you fail to complete payment of one (1) share within three (3) months of your admission to membership, or within three (3) months from the increase in the par value in shares, or if you reduce your share balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within three (3) months of the reduction, you may be terminated from membership at the end of a dividend period.

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

You may not withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit manager or a loan officer, except to the extent that such shares exceed your total primary and contingent liability to us. You may not withdraw any shareholdings below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if you are a co-maker, endorser, or guarantor and are delinquent, without the written consent of the credit manager or loan officer. Each member shall keep the Credit Union informed of his/her current address.

## **Accrual of Dividends**

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

## **Dividend Rates**

The dividend rate and annual percentage yield on our savings, checking and certificate accounts are stated on the Rate Schedule you will receive with your new membership packet. Dividends are paid from the current income and available earnings after required transfers to reserves at the end of a dividend period.

## **Who is Bound by this Agreement**

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

## **Amendments**

We reserve the right in our sole discretion to modify or amend the terms and conditions of this Agreement from time to time. You will be informed of any changes either by written notice appearing on your periodic statement or in a separate written notice mailed to your address as it appears on our records. When applicable, we will provide any advance notice required by law prior to the date the change takes effect. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of your account(s).

## **Notice**

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

## **Other Agreements**

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

## **Severability**

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

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

We are federally insured by the National Credit Union Administration.

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

You must open either a Primary Regular Share Savings Account, Primary Inspired Savings Account or Primary Aspire Savings Account to open any subsequent accounts. You must maintain either the Primary Regular Share Savings Account, Primary Inspired Savings Account or Primary Aspire Savings Account to avoid closure of that account and any subsequent accounts.

## **Account Ownership**

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

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

## **Payable on Death Accounts**

A Payable on Death account (POD. Account) is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more POD beneficiaries. The POD beneficiaries are the person or persons designated as such on the Account Signature Card. You may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by us. The POD beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two (2) or more Account Owners:

1. Any funds remaining in the Account belong to the POD payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
2. If two (2) or more POD payees survive, any funds remaining on deposit belong to them in equal shares unless the Account Signature Card expressly provides for different shares; and
3. If two (2) or more POD payees survive, there is no right of survivorship in the event of the death of a POD. payee.

We may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a POD account will be made to the beneficiaries within a reasonable time. Until final payment is made, we will continue to operate the account according to the terms of this agreement. The terms of the Account may not be altered by will or other testamentary instrument.

## **Custodial (UTMA) Account**

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

## **Special Rules for Joint Accounts**

**Withdrawals by and Liability of Joint Owners-** The Account Holders of an account agree with each other and with us that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge us from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits-** We may cash or deposit all checks payable to any signer when endorsed by any other signer.

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

## **Changes in Terms and Conditions**

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

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

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

## **Ability to Pledge Funds**

You may pledge all or any part of the funds as security for a loan or loans with us only.

## **Enforcement of Liens**

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

## **Financial Abuse Reporting**

You understand and agree that we may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

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

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



## **Notification of Changes**

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

## **Waiver of Certain Rights**

We reserve the right to waive the enforcement of any of the provisions of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce our rights with respect to later transactions and is not sufficient to modify the terms and conditions of this Agreement.

## **Consumer Reports**

We make credit available to our members on a regular basis. You authorize us to obtain consumer reports in connection with your credit and business transactions, including but not limited to, applying for membership, the opening of a savings or checking account or the issuance of an ATM card, Debit card, or other service we provide. You authorize any person, association, or corporation to furnish information concerning your affairs upon our request. You also authorize us to furnish information concerning your account to consumer reporting agencies.

## **Negative Credit Reporting**

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

## **Reporting Inaccurate Information**

If you believe we are reporting inaccurate information to a credit-reporting agency, please notify us at P.O. Box 719099, San Diego, CA 92171-9099, so we can investigate.

## **Examination of Statements**

You agree to exercise reasonable care and promptness in examining your statements to discover any errors or discrepancies, and to promptly notify us after discovery thereof.

## **Non-Cash Payments**

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

## **Fees and Charges**

All accounts shall be subject to service charges in accordance with our Fee Schedule as amended from time to time.

## **Attorney's Fees and Other Fees**

You agree to pay us all our costs and reasonable attorney's fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **Closure of Account**

We may close an account at any time. Closure of an account will not affect your obligation to pay any outstanding balances or charges owed.

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

You agree that we have the right to offset against any account of yours to cover any amount owing to us for any reason. You understand that this means that we have the right to impress and enforce a statutory lien against your share and dividends in the event of the failure of you to satisfy any financial obligation due and payable to us. You understand that we may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

## **Other Terms and Conditions**

The use of an account is subject to such other terms, conditions and requirements as established by us from time to time.

## **Security**

To ensure the security of your accounts, it is important that you safeguard your account information, including account numbers, PINs, and electronic access devices (e.g., Debit Card) we provide you for your account(s).

## **Governing Law**

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

## **Unlawful Internet Gambling Enforcement Act Of 2006 (UIGEA)**

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or credit union relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling.

## **Savings Account Agreement**

### **Account-Specific Disclosures**

The Credit Union offers a variety of savings accounts, including a money market savings account. Account-specific disclosures (as amended from time to time) are contained in a separate disclosure document provided to you at account opening and upon request, and are incorporated by reference into this Agreement.

### **Transfers to Third Parties**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each Money Market or Inspired Savings Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

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

We reserve the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in our bylaws.

## **Checking Account Agreement**

### **Account-Specific Disclosures**

The Credit Union offers a variety of checking accounts. Account-specific disclosures (as amended from time to time) are contained in a separate disclosure document provided to you at account opening and upon request, and are incorporated by reference into this Agreement.

### **Approved Methods for Withdrawal**

Only check blanks and other methods approved by us may be used to withdraw funds from an account.

### **Electronic Check Conversion**

Upon notification from a merchant to you, a purchase made with a check can be converted to a one-time electronic fund transfer (EFT) if you authorize it. You may also authorize merchants to electronically debit the account for returned check fees. You agree to authorize the EFT if the transaction is completed after being told (either orally or in writing) that the transfer may be processed electronically or if you sign a written authorization.



## **Demand Drafts**

We may pay and charge to the applicable checking account checks drawn by and payable to any person, organization, association or corporation that has been authorized by you to be paid, by the provision of Magnetic Ink Character Recognition (MICR) encoded information on the account. You agree that our rights, with respect to such checks, shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing. You agree that we shall be fully protected in honoring such checks. You also agree that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, we shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

## **Overdrafts**

We are under no obligation to pay a check or other item that exceeds the available balance in an account. We may, however, pay such item and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of you. You expressly agree that you are jointly and severally liable for any and all overdrafts of the account and any and all associated cost created by you.

**NOTICE REGARDING NSF FEES:** When an item is returned unpaid due to insufficient available funds and not covered by the Bounce Guard Program, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule as amended from time to time. The NSF Fee is subject to a maximum of three (3) fees per day and will be waived on transactions \$10.00 or less per item. In the event an item is presented multiple times for payment, only the first presentment will be charged.

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

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and

are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Your Ability to Withdraw Funds." If you have additional questions about your available or actual balance, please see a branch representative or call (619) 297-4835.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

### **Stale-Dated Checks**

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

### **Post-Dated Checks**

We will treat all checks as though the checks were written on the date presented.

### **Stop Payments**

You may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford us a reasonable opportunity to act on it.

A Stop Payment Order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that fourteen (14) day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

### **Truncation of Checks**

You acknowledge that checks are truncated and waive any and all rights to receive the items without prejudice to any of our defenses available under the California Uniform Commercial Code (UCC).

### **Liability of Credit Union**

Except for our own lack of good faith or failure to exercise ordinary care, we will not be liable for any action we take regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

### **Negligent Handling of Negotiable Instruments**

We will not be responsible or incur any losses for any lost or stolen checks or other negotiable instruments due to your failure to exercise ordinary care in the handling of such items.

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

If you write a check or conduct an electronic transaction that would result in an overdraft, we are authorized to charge the designated savings account, regardless of which accountholder signed the item, in such multiples as we determine sufficient to permit us to honor the check or electronic item, and to credit such charge to the checking account. No check or electronic transaction overdraft may be paid by charging a Money Market or Inspired Savings account if, as a result of such charge, that account would be subject in any one (1) month to more than six (6) pre-authorized, automatic or telephonic transfers. Fees will not be assessed for overdraft transfers.

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

If you write a check or conduct an electronic transaction that would result in an overdraft, and if at that time you are eligible to receive loan advances from us on a loan designated on the overdraft agreement, we are authorized to make an advance from the designated loan account, regardless of which accountholder signed the item, in such multiples as we determine sufficient to permit us to honor the check or electronic item, and to credit such advance to the checking account. Fees will not be assessed for overdraft transfers.

## **For Checking Accounts with Bounce Guard**

We recognize that sometimes you may overdraw your checking account. In such cases, we may decide to honor items for which there are insufficient funds. This is our Bounce Guard program. We provide the Bounce Guard program as an accommodation to you and are not obligated to do so, even if we have done so in the past. You do not apply for this service. Bounce Guard is not available on Access/Youth Checking Accounts for members under the age of 18. See the Credit Union's Fee Schedule for fees associated with Bounce Guard (subject to change). Additional disclosures regarding the Bounce Guard program (as amended from time to time) are contained in separate disclosure documents provided to you at account opening and upon request, and are incorporated by reference into this Agreement.

### **Qualification**

To be eligible for the Bounce Guard Program, you must be a member in good standing and not have a negative record with a credit reporting agency.

### **Description of Service**

By participating in the program, we may honor overdrafts, including:

- Checks;
- ACH debits;
- ATM transactions and POS transactions;
- Recurring Debit Card transactions; and
- One-time Debit Card transactions

Unless we currently have your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM/POS and one-time Debit card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for ATM and one-time Debit card transactions, contact us at (619) 297-4835 or write to us at Member Services, P.O. Box 719099, San Diego, CA 92171-9099, or complete and sign the Enrollment Form, provided to you at account opening or upon request. Return the form to any branch location or mail it to us at the address shown above. We will provide you with written confirmation of your affirmative consent.

When an overdraft is covered, the account will be taken negative by the dollar amount of the transaction plus the amount of the Bounce Guard fee stated on the Fee Schedule. If we honor multiple overdrafts, we may honor them in any order in our sole discretion or return any such items. The Bounce Guard overdraft service is available to qualified members maintaining a Basic Checking, Basic Plus Checking, Dividend Checking, Inspired Checking, Inspired Plus Checking, Rewards Checking or Access Checking where the member has reached the age of 18.

When we honor overdraft items, you must deposit sufficient funds to cover the overdraft(s) and any applicable fees immediately, but in no case more than thirty (30) days from the date of any notice sent to you. If you fail to cover the total overdraft amount within thirty (30) days, we may pursue all collection options available to us. We may, but are not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Bounce Guard fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by us. The Bounce Guard fee is subject to a maximum of three (3) per day and will be waived on transactions \$15.00 or less per item. Additionally, the fee will be waived if the amount of a negative balance is less than \$15.00. The amount of the Bounce Guard fee is described in our Fee Schedule and subject to change. We will send you a notice for each item covered by the Bounce Guard program.

The Bounce Guard program is a discretionary service offered to members and is not a right of membership. We reserve the right to discontinue this service at any time without notice. We encourage you to properly maintain your accounts with us. We pay items at our discretion. We are not obligated to pay any individual overdraft and we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined, and you may be subject to a fee for non-sufficient funds (NSF) as reflected in our Fee Schedule. We will not be liable for either paying or refusing to pay any overdraft item.

If you do not want to participate in the Bounce Guard service, you must inform us: in person; by telephoning us at (619) 297-4835; or by sending written notice to us at: Member Services, P.O. Box 719099, San Diego, CA 92171-9099.

## **Certificate Account Agreement**

### **Account-Specific Disclosures**

The Credit Union offers a variety of certificate accounts, including an IRA certificate account. Account-specific disclosures (as amended from time to time) are contained in a separate disclosure document provided to you at account opening and upon request, and are incorporated by reference into this Agreement.

### **Pledging of Funds**

Certificates may not be pledged, transferred, or assigned to any party other than by us unless otherwise provided by statute. Funds invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. We reserve the right to offset a certificate except as otherwise precluded by law. If we offset funds from your certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **Your Ability to Withdraw Funds**

Our policy is to make funds from your cash and check deposits available to you on the business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use them to pay checks that you have written or other debits you have authorized.

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item (NSF) fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds available to you on the business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first (1<sup>st</sup>) business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7<sup>th</sup>) 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 thirty (30) days your account is open. Funds from electronic deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

### **Holds on Other Funds (Check Cashing)**

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

### **Holds on Other Funds (Other Account)**

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

### **Deposits at Automated Teller Machines**

The funds from verified cash deposits made at automated teller machines (ATMs) that Wheelhouse owns or operates will be available on the day of the deposit. The first \$225 of funds from verified check deposits at ATMs that we own or operate will be available on the day of the deposit. Amounts in excess of \$225 per day will be available on the second (2<sup>nd</sup>) business day after the day of your deposit. All ATMs that we own or operate are identified as our machines and are labeled with our name.

For cash and check deposits made at non-Wheelhouse ATMs, the first \$225 of funds per day will be available on the day of the deposit. Amounts in excess of \$225 per day will be available on the second (2<sup>nd</sup>) business day after the day of your deposit.

### ***Co-op Shared Branching®***

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



# Important Notice About Your Account(s) (California Residents)

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

We may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

## Electronic Fund Transfer Disclosure and Agreement

This EFT Disclosure and Agreement as amended from time to time "Agreement" sets forth the terms and conditions governing the use of the Wheelhouse Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Wheelhouse Credit Union is given below, followed by specific disclosure information for each service. We may also provide remittance transfers (defined by Regulation E, Subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Wheelhouse Credit Union, you are agreeing to be bound by these terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Wheelhouse Credit Union.

### Issuance of Card

"Card" means the Wheelhouse Credit Union ATM Card or Debit Card and any duplicates, renewals or substitutions we issue to you; "Account" means the account designated on the application for your ATM Card or Debit Card.

### Access Cards

All ATM Cards and Debit Cards are non-transferable and belong to us. We may cancel, modify, and restrict the use of any Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

### Personal Identification Number

We will issue you, or you may select your own, Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM/Debit Card or where it is easily accessible to others. After memorizing your PIN, if you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

### Responsibility for Transactions

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

### Merchant Disputes

For point-of-sale (POS) transactions directly accessing a line of credit, we are not responsible for the refusal of any merchant or financial institution to honor the card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and: (a) your purchase was made in response to an advertisement that we sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

### Right to Receive Documentation of Transactions

You will get a monthly account statement reflecting all of your transactions unless there is no activity in



a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from us.

### **Your Liability for Lost, Stolen or Unauthorized Transactions Involving Your ATM Card, PIN or Access Code**

Tell us AT ONCE if you believe your ATM Card and/or Personal Identification Number (PIN), OR Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM Card, PIN, or Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card, PIN, or Access Code, and we can prove that we could have stopped someone from using your ATM Card, PIN or Access Code without your permission if you had told us, 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, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM Card, PIN or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **Your Liability for Lost, Stolen or Unauthorized Transactions Involving Debit Cards**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within sixty (60) days of our sending your statement, you can lose no more than \$50 if someone used your Debit Card without your permission. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the close of the sixty (60) days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the sixty (60) day period, we will extend the sixty (60) day period by a reasonable period.

### **Special Notice to Visa® Debit Cardholders**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

## **How to Notify the Credit Union in the Event of an Unauthorized Transaction**

If you believe your Card, Access Code or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (619) 297-4835 or write to us at Member Services, P. O. Box 719099, San Diego, CA 92171-9099. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## **Business Days**

Our business days are Monday through Friday, excluding holidays.

## **Foreign Transactions**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a 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 in each instance, plus a one percentage point (1%) fee charged by the Issuer.

## **Our Liability for Failure to Make Transfers**

If we do not complete a transaction to or from your savings or checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) Through no fault of ours, you do not have enough money in your account to make the transaction.
- b) The transaction would go over the credit limit on your credit line.
- c) The terminal where you were making the transaction did not have enough cash.
- d) The ATM or network system was not working properly and you were aware of the malfunction when you started the transaction.
- e) Circumstances beyond our control (such as fire, flood, power failure, or computer downtime) prevented the transaction, despite reasonable precautions that we have taken.
- f) The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
- g) Your password or PIN has been entered incorrectly.
- h) The payee or Postal Service mishandles or delays a payment sent by our bill payment service provider.
- i) You have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
- j) Your ATM Card or Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly.
- k) Your ATM Card or Debit Card or PIN has been reported lost or stolen and we have blocked the account.
- l) The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

## **Refusal to Honor Cards**

We are not liable for the refusal or inability of any electronic terminal to honor your Card or to complete a withdrawal from your Account, or for their retention of the Card. We are also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

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

Telephone us at (619) 297-4835 or write us at Member Services, P. O. Box 719099, San Diego, CA 92171-9099 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. If we do not hear from you within sixty (60) days after we sent the first statement, you may be liable for any unauthorized transfers occurring after the end of the sixty (60) day period and before notice to us. If you prove that your delay in notifying us was due to extenuating circumstances beyond your reasonable control, such as an extended trip or hospital stay, we will extend the sixty (60) day period by a reasonable period.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) 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 credit your account.

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

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

## **Charges**

In order to obtain the electronic services listed, you must open and maintain a savings or checking account. All charges associated with our electronic fund transactions, including Online Banking and BillPay, are disclosed in our Rate and Fee Schedules.

## **Disclosure of Account Information to Third Parties**

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

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

## **Address Change**

Keep us informed of your current address to insure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## **Amendments**

We may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior to notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Debit Cards or designated accounts.

## **Termination**

You may terminate this Agreement with us at any time. We reserve the right to terminate this Agreement and/or your use of your ATM Card or Debit Card or PIN with or without cause. We may do so immediately if:

- a) You or any authorized user of your ATM Card or Debit Card, PIN or account breaches this or any other agreement with us;
- b) We have reason to believe that there has been, or might be, an unauthorized use of your ATM Card or Debit Card, PIN or account; or
- c) You or any authorized user of your ATM Card or Debit Card, PIN or account request that we do so.

## **Additional Benefits/Card Enhancements**

We may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that we are not obligated to offer such services and may withdraw or change them at any time.

## **ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator. The ATM operator may charge you a fee for a balance inquiry even if you do not complete a fund transfer. We will not impose a fee if you use your Wheelhouse Credit Union ATM or Visa Debit Card at an electronic terminal we operate.

## **Overdrafts**

You promise to pay us immediately upon demand for any negative (overdraft) balance arising in your Account unless you have available overdraft privileges. If you do not have overdraft privileges, we may deduct the amount of any overdraft on your Account from any other account you have with us, except an Individual Retirement Account.

## **ATM Safety**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM Card or Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card or Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.

- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as one of our employees who try to get information from you. You should only discuss this information in person at a Credit Union branch.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

## **Signatures**

By using your access to the system or authorizing anyone else to use your access to the system, and/or by signing the Membership Application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **Waiver of Rights**

We can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

## **Other Agreements**

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

## **Severability**

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

## **Who is Bound by this Agreement**

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

## ***Additional Disclosures Applicable to ACH Services***

### **Documentation of Direct Deposit**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (619) 297-4835 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### **Disclosure of Right to Stop Payment**

a) Right to stop payment and procedure for doing so.

If you have told us in advance to either make regular payments or non-recurring, single transaction ACH payments out of your account, you can stop any of these payments. Here’s how: Call us at (619) 297-4835, or write to us at Member Services, P. O. Box 719099, San Diego, CA 92171-9099, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. 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.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.



## **Transactions Available**

You may use your ACH services to perform the following transactions:

- Make deposits to your savings or checking account;
- Pay bills directly from your savings or checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time or scheduled electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

## **Choice of Law**

We may accept, on your behalf, payments to your account that have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## ***Additional Disclosures Applicable to ATM Services***

### **Rules for Use**

By using your ATM Card with your personal identification number (PIN) at ATMs or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All ATM Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

## **Transactions Available**

You may use your ATM Card and PIN to perform the following transactions:

- Make deposits only at Co-op ATMs that accept deposits to your savings or checking account;
- Withdraw cash from your savings or checking account;
- Transfer funds between your savings and checking account;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

## **Limitations on Transactions**

You may make ATM cash withdrawals up to \$500 and POS transactions up to \$1,000 each day as long as your available balance will cover the transaction. Various institutions that participate in networks of which we are a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. You may make up to six (6) ATM/POS transactions in a day.

## ***Additional Disclosures Applicable to Debit Card Services***

### **Rules for Use**

By using your Debit Card at "ATMs" or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All Debit Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

## **Transactions Available**

You may use the Card and PIN to:

- Make deposits only at Co-op ATMs that accept deposits to your savings or checking account;
- Withdraw cash from your savings or checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards; and
- Transfer funds between your savings or checking account.

You may use the Card without the PIN to:



- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale transactions);
- Order goods or services by mail, telephone or online from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, Co-op, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals. For an added layer of security, you may add your card to digital wallets, such as Apple Pay and Google Pay, using tokenization. You may register for this service with your mobile device within your selected digital wallet.

Use of the Card, the Account number on the Card, the PIN or any combination of the three (3) for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the Transaction from your Account. Each Transaction with the Card will be charged to your Account on the date the Transaction is posted to your Account. When we receive notification of a Debit Card transaction, we will put a hold on an equivalent amount of funds in your checking account for three (3) days or until the day the transaction is charged to your account.

All Debit Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

### **Limitations on Transactions**

You may make ATM cash withdrawals up to \$500 and PIN POS transactions up to \$1,000 each day as long as your available balance will cover the transaction. Various institutions that participate in networks of which we are a member of may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. You may make up to six (6) daily ATM/POS transactions in a day. You may make signature-based purchase transactions up to \$5,000 each day as long as your available balance will cover the transaction. Purchases made above the floor limit of the merchant will require an authorization number from Visa.

### **Illegal Use of Visa® Debit Card**

You agree that your Visa Debit Card Account will not be used to make or facilitate any transactions(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that we have no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### ***Additional Disclosures Applicable to Online Banking***

Online Banking allows convenient access to your account information 24 hours a day. To use Online Banking, you must have an Internet enabled device, a compatible browser, your username and password. Additional disclosures will be provided to you when you enroll in and utilize the service (the Digital Banking Electronic Funds Transfer Disclosure and Agreement), which are incorporated by reference into this Agreement.

Your Online Banking access may be suspended if there has been no activity for a period of ninety (90) days or more.

### **Transactions Available**

You may use your Online Banking service to perform the following transactions:

- Check account and loan balances;
- View account and loan history;
- Make loan payments;
- Make one time or recurring transfers between your eligible Wheelhouse accounts;
- Make one time or recurring transfers from your Wheelhouse account to the account of another Wheelhouse member;

- Make one time or recurring transfers from your Wheelhouse account to your account at another financial institution (external account);View linked external accounts;
- Reorder checks;
- View cleared check images;
- Make bill payments with BillPay; and
- Download transaction information to personal financial management software.

### **Limitations on Transactions**

*The following are limitations to the use of the Online Banking Service:*

- For external account transfers: (a) the cut-off time for initiating external transfers is 1:00 p.m. Pacific Time; (b) the maximum daily external transfer limit is \$7,500; and (c) the maximum aggregate monthly external transfer limit is \$20,000.
- No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each Money Market or Inspired Savings Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **Additional Disclosures Applicable to BillPay**

BillPay is available to members in good standing with an eligible checking account. Accounts owned by minors are not eligible. Additional disclosures will be provided to you when you enroll in and utilize the service (the Digital Banking Electronic Funds Transfer Disclosure and Agreement), which are incorporated by reference into this Agreement.

### **System Requirements**

To use BillPay you must have a checking account as well as an Internet enabled device, a compatible browser, and your Online Banking username and password.

### **Transactions Available**

You may use your BillPay Service to perform the following transactions:

- Add/Edit Payees: Payee refers to the entity to which you pay bills. The payee can be a company, organization, or individual. The Add/Edit Payee feature allows you to add payees to, delete payees from or edit payee information on your list of payees.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to payees. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to payees.
- View History: View History permits you to see payments made over a specified time period.

### **Limitations on Transactions**

The following are limitations to the use of the BillPay Service:

- Individual payments may not exceed \$9,999.99;
- Total payments may not exceed \$9,999.99 during any 24-hour period;
- Bill payments can only be made from your checking account;
- BillPay should not be used for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment checking account, all scheduled payments will be stopped;
- You cannot cancel a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one (1) to two (2) business days.

### **Additional Disclosures Applicable to Mobile Banking**

The Mobile Banking service allows you to access your account information through your smart phone, tablet or other internet-enabled mobile device. Additional disclosures will be provided to you when

you enroll in and utilize the service (the Digital Banking Electronic Funds Transfer Disclosure and Agreement), which are incorporated by reference into this Agreement.

### **System Requirements**

To use the Mobile Banking service, you must have a smart phone, tablet or other internet-enabled mobile device with a service plan that includes data and Internet access, your Online Banking service username and password, and download the Wheelhouse Credit Union Mobile Banking Application from your device's application store. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. To access Mobile Banking, you will be required to enter your password. You may also enroll in Quick Login, which allows you to log in using a PIN or, if supported by your device and our application, using fingerprint or face scanning technology in lieu of your password.

### **Transactions Available**

You may use Mobile Banking to perform the following transactions:

- Check account and loan balances;
- View account and loan history;
- Make loan payments;
- Make one time or recurring transfers between your eligible Wheelhouse accounts;
- Make one time or recurring transfers from your Wheelhouse account to the account of another Wheelhouse member;
- Make one time or recurring transfers from your Wheelhouse account to your account at another financial institution (external account);
- View linked external accounts;
- Make check deposits;
- View cleared check images; and
- Make bill payments with BillPay; and
- Send or request money with Zelle (also known as person-to-person or P2P) from your authorized checking account. See Additional Disclosures Applicable to Zelle section for further information and details.

### **Limitations on Transactions**

- No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each Money Market or Inspired Savings Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### ***Additional Disclosures Applicable to Mobile Deposit***

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by mobile device or the Wheelhouse Credit Union Mobile Application to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union. Additional disclosures will be provided to you when you enroll in and utilize the service (the Digital Banking Electronic Funds Transfer Disclosure and Agreement), which are incorporated by reference into this Agreement.

### **System Requirements**

To use Mobile Deposit, you must have a mobile device with an enabled camera and internet access. You must install the Credit Union's mobile application from the device's application store. Mobile Deposit is available to members in good standing with an eligible account. Rebuilder accounts and accounts owned by minors are not eligible. To use the Mobile Deposit service your operating system must be either iOS 14.0 newer or Android 9.0 or newer.

### **Cut-Off Time and Availability Of Funds**

Items transmitted using the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited

items. The first \$225 of deposits received before 3 p.m. Pacific Time on a business day the Credit Union is open (a “business day” is any day except Saturdays, Sundays and holidays) will be immediately available, and amounts in excess of \$225 will be available on the second business day after the day we receive your deposit. The first \$225 of deposits received after 3 p.m. Pacific Time on a business day the Credit Union is open or on Saturdays, Sundays, and holidays will be immediately available, and amounts in excess of \$225 will be available on the third business day after we receive your deposit. Funds that you deposit using the Mobile Deposit service may not be immediately available to you. We will notify you by mail if we further delay the availability of your deposit.

### **Restrictive Endorsement Required**

Your check must bear the following restrictive endorsement: “For Mobile Deposit to Wheelhouse CU.” The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

### **Deposit Limitations**

The maximum daily deposit limit is \$5,000. The maximum aggregate 7-day deposit limit is \$10,000. The maximum aggregate monthly deposit limit is \$20,000. We reserve the right to modify this limit from time to time.

#### **The following items are NOT accepted for deposit through the service:**

- Items that do not contain the above-described restrictive endorsement.
- Items displaying a “non-negotiable” or “void” notation or watermark.
- Items containing evidence of alteration to any information on the check or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler’s checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that have been previously deposited.
- Items drawn on the same account they are being deposited to.
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union’s current procedures relating to the Mobile Deposit service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

### ***Additional Disclosures Applicable to Zelle®***

You may use the Zelle service to make person-to-person (P2P) payments using your Wheelhouse authorized CHECKING account. To use the Zelle service, you must be logged in to Mobile Banking.

To make payments with Zelle, you must enter either a registered mobile phone number or email address for the recipient. Recipients will receive either a text message or email notifying them of the payment.

- In order to collect funds, recipients must register with Zelle, use a financial institution account number and routing number to receive payment via ACH, or enter a debit card number.
- Recipients are responsible for entering accurate debit card or account information. Wheelhouse will not be responsible for errors resulting from the recipient providing incorrect information.

Funds for the payment must be available in your account when the transaction is initiated. Overdraft protection and Bounce Guard fees may apply if we approve a transaction for which funds are not available. Please refer to ***For Checking Accounts with Bounce Guard*** section for further information and details.

Funds will be credited to the recipient immediately for payments received through registered Zelle accounts. Payments received by unregistered recipients may take three (3) to five (5) business days.

If the recipient has not claimed the funds within ten (10) business days, the funds will be returned to your checking account on the 11th day. You can cancel a payment until it is received by the recipient

or returned to you by clicking the “Cancel” button within Zelle.

### **Member Responsibilities**

You are responsible for:

- Providing the correct mobile phone number or email address for the recipient; and
- Ensuring sufficient funds are available before initiating a transaction.

### **Limitations on Transactions**

The following are limitations to the use of Zelle:

- The maximum individual transaction limit using Zelle is \$500; (b) the maximum daily transaction limit is \$1,000.

Additional Terms and Conditions available when you register for Zelle.

## **Regulations Relating to Fund Transfers**

### **Applicable Law**

This agreement and notice apply to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **Funds (Wire) Transfer Cut-Off Time**

We may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 11:00 a.m. on each weekday that we are open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **Service Charges/Fees**

We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Fee Schedule for current fees.

### **Security Procedures**

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and we agree, in writing, on an alternate security procedure.

### **Use of Fedwires**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

### **Identification of Beneficiary**

If you give us a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary’s bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible if the funds transfer is completed on the basis of the identification number you provided us.

### **Identification of Beneficiary and Intermediary Bank by Number**

If you give us a payment order which identifies an intermediary or beneficiary’s bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.



## **Receipt of Incoming (Non-ACH) Funds Transfers**

If we receive a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements that we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

## **Provisional ACH Payments**

We may at our discretion give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.

## **Notice of Receipt of ACH Funds**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements that we provide.

## **Payment of Dividends (or Interest)**

If we become obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

# **Arbitration and Waiver of Class Action and Jury Trial**

Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other concerning your Accounts (as defined in this Agreement) are resolved if you do not opt-out as permitted below.

## **Arbitration**

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union Account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

The arbitration will be subject to the Rules of the American Arbitration Association ("AAA") in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

Notwithstanding anything to the contrary in this Agreement, this arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge or AAA panel member with experience and knowledge regarding financial institutions and transactions.

The filing fees and costs of the arbitration pursuant to this Agreement shall be paid by the Credit Union. Each party shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings.

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator,



and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (559) 490-1905.

### **Waiver of Class Action and Jury Trial**

**WE EACH AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR A CREDIT UNION ACCOUNT, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE CREDIT UNION, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR A CREDIT UNION ACCOUNT, WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.**

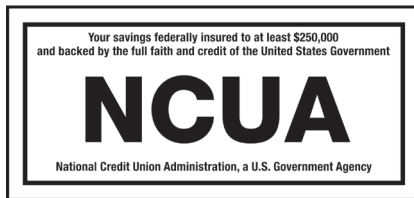
**Your Right to Opt-Out: Arbitration and Waiver of Class Action and Jury Trial**  
**IF YOU DO NOT WANT THIS ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION TO APPLY, YOU MAY OPT-OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF YOUR RECEIPT OF THIS ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE, AND MUST BE MAILED TO THE CREDIT UNION AT: MEMBER SERVICES, P. O. BOX 719099, SAN DIEGO, CA 92171, (619) 297-4835. OPTING OUT WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OTHER RIGHTS AND OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THIS AGREEMENT.**

This arbitration provision does not preclude you from bringing issues regarding your Accounts to the attention of any federal, state or local agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

This Arbitration and Waiver of Class Action and Jury Trial provision shall survive your death, the closing of any of your Accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any claim within the scope of this Agreement.

If any term or provision of this Arbitration and Waiver of Class Action and Jury Trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.



## About Our Savings Accounts

Our regular savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our regular savings accounts are the Regular Share Account, Inspired Savings Account, High Yield Savings Account, Aspire First Savings Account, Aspire Savings Account and No Dividend Savings Account.

### ***About Our Regular Share Account***

#### **Balance Information**

We compute the balance in our Regular Share Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

#### **Rate Information**

Our Regular Share Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

#### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Regular Share Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

#### **Minimum Balance and Deposit Requirements**

Primary Regular Share Accounts require a \$1 opening deposit. You must maintain a minimum balance of \$1 in the account to avoid closures. All other Regular Share Accounts do not require a minimum opening deposit or a minimum balance.

#### **Transaction Limitations**

There are no transaction limitations on your Regular Share Account.

### ***About Our Inspired Savings Account***

#### **Qualification**

Account requires to maintain an active online banking registration with eStatements within 90 days after account opening. If requirements are not met within 90 days, account may be converted to a Regular Shares Account.

#### **Balance Information**

We compute the balance in our Inspired Share Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

#### **Rate Information**

Our Inspired Share Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

#### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Inspired Share Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

#### **Minimum Balance and Deposit Requirements**

Primary Inspired Share Accounts require a \$1 opening deposit. You must maintain a minimum balance of \$1 in the account to avoid closures. All other Inspired Share Accounts do not require a minimum opening deposit or a minimum balance.

#### **Transaction Limitations**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party and no more than six (6) transfers or withdrawals made by check, draft, check card, or similar order payable to a third party may be made from each Inspired Savings Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the

number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no transaction limitations on your Inspired Savings Account if initiated in person.

## ***About Our High Yield Savings Account***

### **Qualification**

Account requires to maintain an active online banking registration with eStatements.

### **Balance Information**

We compute the balance in our High Yield Savings Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### **Rate Information**

Our High Yield Savings Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the High Yield Savings Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

### **Minimum Balance and Deposit Requirements**

Primary High Yield Savings Accounts require a \$1 opening deposit. You must maintain a minimum balance of \$1 in the account to avoid closures. All other High Yield Savings Accounts do not require a minimum opening deposit or a minimum balance.

### **Transaction Limitations**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party and no more than six (6) transfers or withdrawals made by check, draft, check card, or similar order payable to a third party may be made from each High Yield Savings Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no transaction limitations on your High Yield Savings Account if initiated in person.

## ***About Our Aspire First Savings Account***

### **Qualification**

Our Aspire First Savings Account is offered to members between birth and 13 years old. Upon turning the age of 13 years old, the Aspire First Savings Account will convert to an Aspire Savings Account. An adult must be a joint owner for any person under the age of 18 years old.

### **Balance Information**

We compute the balance in our Aspire First Savings Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### **Rate Information**

Our Aspire First Savings Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Aspire First Savings Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

### **Minimum Balance and Deposit Requirements**

Aspire First Savings Accounts require a \$5 opening deposit. You must maintain a minimum balance of \$1 in the Primary Aspire First Savings to avoid closure. All other Aspire First Savings Accounts do not require a minimum balance.

## **Transaction Limitations**

There are no transaction limitations on your Aspire First Savings Account.

## ***About Our Aspire Savings Account***

### **Qualification**

Our Aspire Savings Account is offered to members between the ages of 13 to 25 years old. An adult must be a joint owner for any person under the age of 18 years old. Upon turning the age of 26 years old, the Aspire Savings Account will convert to a Regular Share Account.

### **Balance Information**

We compute the balance in our Aspire Share Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### **Rate Information**

Our Aspire Share Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Aspire Share Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

### **Minimum Balance and Deposit Requirements**

Aspire Savings Accounts require a \$5 opening deposit. You must maintain a minimum balance in the Primary Aspire Savings Account of \$1 to avoid closure.

## **Transaction Limitations**

There are no transaction limitations on your Aspire Savings Account.

## ***About Our No Dividend Savings Account***

### **Rate Information**

Our No Dividend Savings Account is a non-dividend earning account.

### **Minimum Balance and Deposit Requirements**

There is no minimum deposit required for you to open your No Dividend Savings Account.

### **Transaction Limitations**

There are no transaction limitations on your No Dividend Savings Account.

## ***Savings Account Agreement***

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

We reserve the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in our bylaws.



## About Our Checking Accounts

Wheelhouse Credit Union offers checking accounts that let you withdraw your money and write checks against your account at any time. Our checking accounts are the Basic Checking, Basic Plus Checking, Inspired Checking, Inspired Plus Checking, and Access Checking.

### ***About Our Basic Checking Account***

#### **Balance Information**

We compute the balance in our Basic Checking Account by using the average daily balance method. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **Rate Information**

Our Basic Checking Account is a non-dividend earning account.

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open your Basic Checking Account is \$25. You must maintain a monthly electronic deposit into your Basic Checking Account or enroll in electronic statements (e-statements) to avoid a monthly service fee as stated on the Fee Schedule.

### ***About Our Basic Plus Checking Account***

#### **Balance Information**

We compute the balance in our Basic Plus Checking Account by using the average daily balance method. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **Rate Information**

Our Basic Plus Checking Account is a non-dividend earning account.

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open your Basic Plus Checking Account is \$25. You must maintain a monthly electronic deposit into your Basic Plus Checking Account or enroll in electronic statements (e-statements) to avoid a monthly service fee as stated on the Fee Schedule.

#### **Basic Plus Checking Benefits (Wheelhouse Perks)**

The Basic Plus Checking Benefits are powered by BaZing. The information in the Benefits Reference Guide is designed to assist eligible account holders and outlines the Inspired Perks. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Benefits Reference Guide or on the BaZing.com website, the full terms and conditions will control in all respects.

The full Benefits Reference Guide is available for full review at the end of this document.

### ***About Our Inspired Checking Account***

#### **Qualification**

The Inspired Checking Account requires a Monthly Electronic deposit totaling \$450 and an active online banking registration with eStatements within 90 days after account opening. Electronic deposits are defined as Automated Clearing House (ACH) deposits. If requirements are not met within 90 days, account will be converted to a Basic Checking Account.

#### **Balance Information**

We compute the balance in our Inspired Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **Rate Information**

Our Inspired Checking Account is a variable-rate account as reflected on our Rate Schedule. Dividend Rates are paid based on the balances and rates noted on the Rate Schedule. Additionally, you can earn a specified dividend rate by making a minimum number of purchase transactions using the Wheelhouse Debit Card(s) associated with your Inspired Checking account per calendar month, as also noted on the Rate Schedule. Please note that rates and yields may change at any time at our discretion, and fees may reduce earnings.

## **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Inspired Checking Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your checking account before dividends are credited, you will not receive accrued dividends. Additional dividend information can be found in our Disclosure of Account Information and Membership Agreement.

## **Minimum Balance and Deposit Requirements**

A \$10 minimum deposit is required to open an Inspired Checking Account. No minimum daily balance needs to be maintained.

## ***About Our Inspired Plus Checking Account***

### **Qualification**

The Inspired Checking Account requires a Monthly Electronic deposit totaling \$450 and an active online banking registration with eStatements within 90 days after account opening. Electronic deposits are defined as Automated Clearing House (ACH) deposits. If requirements are not met within 90 days, account will be converted to a Basic Plus Checking Account.

### **Balance Information**

We compute the balance in our Inspired Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

### **Rate Information**

Our Inspired Checking Account is a variable-rate account as reflected on our Rate Schedule. Dividend Rates are paid based on the balances and rates noted on the Rate Schedule. Additionally, you can earn a specified dividend rate by making a minimum number of purchase transactions using the Wheelhouse Debit Card(s) associated with your Inspired Checking account per calendar month, as also noted on the Rate Schedule. Please note that rates and yields may change at any time at our discretion, and fees may reduce earnings.

## **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Inspired Checking Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your checking account before dividends are credited, you will not receive accrued dividends. Additional dividend information can be found in our Disclosure of Account Information and Membership Agreement.

## **Minimum Balance and Deposit Requirements**

A \$10 minimum deposit is required to open an Inspired Checking Account. No minimum daily balance needs to be maintained.

## **Inspired Plus Checking Benefits (Wheelhouse Perks)**

The Inspired Plus Checking Benefits are powered by BaZing. The information in the Benefits Reference Guide is designed to assist eligible account holders and outlines the Inspired Perks. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Benefits Reference Guide or on the BaZing.com website, the full terms and conditions will control in all respects.

The full Benefits Reference Guide is available for full review at the end of this document.

## ***About Our Access Checking Account***

### **Qualification**

Our Access Checking Account is offered to members between the ages of 13 through 25 years old and who have an active Aspire Savings Account. An adult must be a joint owner for any person under the age of 18 years old. Upon turning the age of 26 years old, the Access Checking Account will convert to a Wheelhouse Basic Checking Account, see section "About our Basic Checking Account" for additional information.

### **Rate Information**

Our Access Checking Account is a non-dividend earning account.

## Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Access Checking Account is \$5.

## Account Limitations

The Bounce Guard Overdraft Protection service is not available with this account for members under the age of 18.

## Checking Account Agreement

### Approved Methods for Withdrawal

Only check blanks and other methods approved by us may be used to withdraw funds from an account.

### Electronic Check Conversion

Upon notification from a merchant to you, a purchase made with a check can be converted to a one-time electronic fund transfer (EFT) if you authorize it. You may also authorize merchants to electronically debit the account for returned check fees. You agree to authorize the EFT if the transaction is completed after being told (either orally or in writing) that the transfer may be processed electronically or if you sign a written authorization.

### Demand Drafts

We may pay and charge to the applicable checking account checks drawn by and payable to any person, organization, association or corporation that has been authorized by you to be paid, by the provision of the Magnetic Ink Character Recognition (MICR) encoded information on the account. You agree that our rights with respect to such checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing. You agree that we shall be fully protected in honoring such checks. You also agree that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, we shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

### Overdrafts

We are under no obligation to pay a check or other item that exceeds the available balance in an account. We may, however, pay such item and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of you. You expressly agree that you are jointly and severally liable for any and all overdrafts of the account and any and all associated costs created by you.

**NOTICE REGARDING NSF FEES:** When an item is returned unpaid due to insufficient available funds and not covered by the Bounce Guard Program, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule as amended from time to time. The NSF Fee is subject to a maximum of three (3) fees per day and will be waived on transactions \$10.00 or less per item. In the event an item is presented multiple times for payment, only the first presentment will be charged.

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

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Your Ability to Withdraw Funds." If you have additional questions about your available or actual balance, please see a branch representative or call (619) 297-4835.

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- *Any checks you have written that have not yet been presented for payment.*
- *Any automatic bill payments you have scheduled that have not yet been sent.*
- *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

## **Stale-Dated Checks**

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

## **Post-Dated Checks**

We will treat all checks as though the checks were written on the date presented.

## **Stop Payments**

You may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford us a reasonable opportunity to act on it.

A Stop Payment Order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that fourteen (14) day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

## **Truncation of Checks**

You acknowledge that checks are truncated and waive any and all rights to receive the items without prejudice to any of our defenses available under the California Uniform Commercial Code (UCC).

## **Liability of Credit Union**

Except for our own lack of good faith or failure to exercise ordinary care, we will not be liable for any action we take regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

## **Negligent Handling of Negotiable Instruments**

We will not be responsible or incur any losses for any lost or stolen checks or other negotiable instruments due to your failure to exercise ordinary care in the handling of such items.

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

If you write a check or conduct an electronic transaction that would result in an overdraft, we are authorized to charge the designated savings account, regardless of which accountholder signed the item, in such multiples as we determine sufficient to permit us to honor the check or electronic item, and to credit such charge to the checking account. No check or electronic transaction overdraft may be paid by charging a Money Market or Inspired Saving account if, as a result of such charge, that account would be subject in any one (1) month to more than six (6) pre-authorized, automatic or telephonic transfers. Fees will not be assessed for overdraft transfers.

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

If you write a check or conduct an electronic transaction that would result in an overdraft, and if at that time you are eligible to receive loan advances from us on a loan designated as on the overdraft agreement, we are authorized to make an advance from the designated loan account, regardless of which accountholder signed the item, in such multiples as we determine sufficient to permit us to honor the check or electronic item, and to credit such advance to the checking account. Fees will not be assessed for overdraft transfers.

## **For Checking Accounts with Bounce Guard**

We recognize that sometimes you may overdraw your checking account. In such cases we may decide to honor items for which there are insufficient funds. This is our Bounce Guard program. We provide the Bounce Guard program as an accommodation to you and are not obligated to do so, even if we have done so in the past. You do not apply for this service. Bounce Guard has a limit of \$750. Bounce Guard is not available on Access/Youth Checking Accounts for members under the age of 18. See the Credit Union's Fee Schedule for fees associated with Bounce Guard (subject to change).

## **Qualification**

To be eligible for the Bounce Guard Program, you must be a member in good standing and not have a negative record with a credit reporting agency.

## Description of Service

By participating in the program, we may honor overdrafts including:

- Checks;
- ACH debits;
- ATM transactions and point of sale (POS) transactions; Recurring Debit Card transactions; and
- One-time Debit Card transactions

Unless we currently have your affirmative consent (opt-in) on file, we will not approve your overdrafts for ATM/POS and one-time Debit card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for ATM and one-time Debit card transactions, contact us at 619.297.4835 or write to us at P.O. Box 719099, San Diego, CA 92171-9099, or complete and sign the Enrollment Form provided to you at account opening or upon request. Return the form to any branch location or mail it to us at the address shown above. We will provide you with written confirmation of your affirmative consent.

When an overdraft is covered, the account will be taken negative by the dollar amount of the transaction plus the amount of the Bounce Guard fee stated on the Fee Schedule. If we honor multiple overdrafts, we may honor them in any order in our sole discretion or return any such items. The Bounce Guard overdraft service is available to qualified members maintaining a Basic Checking Account, Basic Plus Checking Account, Inspired Checking Account, or Inspired Plus Checking Account.

When we honor overdraft items, you must deposit sufficient funds to cover the overdraft(s) and any applicable fees immediately, but in no case more than thirty (30) days from the date of any notice sent to you. If you fail to cover the total overdraft amount within thirty (30) days, we may pursue all collection options available to us. We may, but are not obligated to, transfer funds from your other accounts with us to cover the overdraft.

## Welcome to BaZing!

BaZing products and services are available to members enrolled in an eligible checking account with a participating institution.

To access a complete description of all benefits and services, visit the BaZing website at [www.BaZing.com](http://www.BaZing.com).

If you have questions about BaZing benefits, call BaZing Customer Service at 855.822.9464 (8 a.m. - 5 p.m. CT, Monday - Friday).



## ID Theft Aid

### Personal Identity Theft\*

Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity, up to the maximum amount allowed for the product enrolled, as a result of a Covered Stolen Identity Event. Covered Stolen Identity Event means the theft or unauthorized or illegal use of your name, demand deposit account or account number, Social Security number or any other method of identifying you. Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period. Damages or loss of money from your checking account are not eligible for coverage. Refer to the Personal Identity Theft Guide to Benefits for a complete list of terms and conditions. The \$10,000 benefit is divided equally among joint account holders.

### Payment Card Fraud Resolution

If your payment cards become lost or stolen, this benefit offers access to a fraud specialist to assist you in canceling and reissuing your cards as well as guidance and next steps in protecting your finances. No monetary reimbursement is provided in the event of a loss.

### Identity Restoration

Identity Restoration services provides access to a fraud specialist to guide victims of identity theft and other related fraudulent crimes through the complex process of restoring their personal identity, credit rating, financial security and legal integrity. Identity theft and other related crimes are devastating to consumers. This all-inclusive service fills a void by providing legal, financial and identity theft resolution services. No monetary reimbursement is provided in the event of a loss.

### Identity Monitoring

Scans online sources known for illegally buying and selling personal information, such as your stolen passwords, Social Security number, and date of birth, and notifies you if your identity may be at risk. Activation for this benefit is required. To activate identity monitoring, please go to [www.bazing.com](http://www.bazing.com), click on the Protection Category and follow the easy sign-up steps.

### Credit Monitoring

Your credit report will be monitored on a daily basis for any new credit inquiries. If any activity is detected, we will notify you so that you can confirm whether the suspicious activity is fraudulent. You'll also receive a quarterly credit report and updated credit score. Activation for this benefit is required. To activate credit monitoring, please go to [www.bazing.com](http://www.bazing.com), click on the Protection Category and follow the easy sign-up steps.

### Credit Score ScoreTracker

View your credit score from your online dashboard and track it on a chart to illustrate trends over time. Activate credit monitoring to view and track your credit score.

### Credit Score Simulator

Estimate how much impact one particular action could have on your credit health. Activate credit monitoring to simulate your credit score.



## Cell Phone Protection\*

This insurance is to reimburse the enrolled account holder for damage to or theft of eligible Cellular Wireless Telephones. The enrolled checking account holder will receive a monetary reimbursement subject to the terms and conditions outlined in the Cellular Telephone Protection Guide to Benefits.

### Overview of Coverage Information

1. Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using the eligible checking account associated with your BaZing membership.
2. Coverage is for the primary cell phone and up to two (2) secondary phones listed on the cellular billing statement.
3. You will be assessed a \$50 co-payment per claim.
4. Maximum of two (2) claims per 12-month period; maximum benefit \$800 per claim and \$1,600 per 12-month period.
5. If you fail to make a cell phone bill payment in a particular month, your protection is suspended. Coverage is reinstated the first of the month following the phone bill payment.
6. Only cellular phones purchased by eligible checking account holders are eligible.
7. Specific exclusions include pre-paid or "pay-as-you-go" phones, cosmetic damage that does not impact the phone's ability to make or receive calls, damage resulting from abuse or normal wear and tear, phones not purchased from a cellular service provider retail store or authorized reseller or Internet store.

### Requirements Information

1. To submit a claim, you must notify BaZing by calling 855.822.9464 within 60 days of the phone being stolen or damaged. A claim form may be downloaded at [BaZing.com](http://BaZing.com) or by calling BaZing.
2. When submitting a claim you must provide the completed claim form and all required documentation noted on the claim form and in the Cellular Telephone Guide to Benefits as determined by the Benefit Administrator. Claims must be submitted within 90 days of damage or theft.
3. To be eligible for this coverage, you must pay your cell phone bill from your eligible checking account associated with your BaZing membership.



Federally insured by NCUA

[WheelhouseCU.com](http://WheelhouseCU.com)





## Accidental Death Insurance\*

If you die as a direct result, and from no other cause, of a Covered Accident within 365 days from the date of a Covered Accident, we will pay the Principal Sum. Refer to the Accidental Death Insurance Guide to Benefits for complete coverage description and exclusions. \$25,000 death benefit per eligible account holder.



## Buyer's Protection and Extended Warranty\*

Buyer's Protection and Extended Warranty will replace, repair, or reimburse you up to the original purchase price, less any shipping and handling charges, for purchases of items such as TVs, tablets, laptops, computers, Wi-Fi routers, printers, scanners and other computer peripherals, digital and video cameras, home theater systems, electronics, appliances, DVD and DVR players, mobile electronics, video game consoles...just to name a few.

To be eligible for Buyer's Protection and Extended Warranty, the item must be purchased in its entirety using your BaZing related checking account. This protection is up to a maximum of \$2,500 per occurrence and \$50,000 per year for the first 180-days after purchase of the protected product. It also doubles the product warranty period up to one year. For additional terms and conditions about Buyer's Protection and Extended Warranty, view the Guide to Benefits.



## Roadside Assistance

The benefit provides roadside service for up to \$80 per occurrence limit. There will be one occurrence for the same service during any continuous seven-day period and a maximum of four services per twelve-month period. Covered services include towing assistance, battery service, flat tire assistance, fuel, oil, fluid, water delivery, lock-assistance, collision assistance and extrication assistance. Refer to the Roadside Assistance Terms and Conditions at [www.BaZing.com](http://www.BaZing.com) for a complete list of terms and conditions.



## Billshark

Billshark helps you get the best rate from service providers for internet, cell phone, cable, satellite, home security, and more. Billshark can also find recurring subscriptions you no longer need and help with cancellation. BaZing members receive preferred pricing for Billshark services, which will be reflected in the cart at sign-up. Billshark requires activation.



## Health Savings Card

This benefit offers discounts and preferred pricing for prescriptions, eye care and hearing services at participating providers. A list of participating providers is available online at [www.BaZing.com](http://www.BaZing.com). The discounts cannot be combined with your primary insurance. However, you may choose the coverage that provides the best benefit to you. Health savings benefits are not insurance.



## BaZing Fuel

Earn rewards with BaZing Fuel to save at the gas pump. Get 10 cents per gallon just for activating and earn monthly rewards when you do the required debit card purchases from your BaZing checking account each month. Transactions must post and settle during each Monthly Qualification Cycle (MQC), which is defined as the first day of the month through the last day of the month. Also receive bonus rewards when the required number of additional transaction count is met. If the required monthly reward transaction count is not met during the MQC, no transactions are counted for any reward during that MQC or the bonus reward. Earned monthly and bonus rewards are applied and eligible for redemption the first day of the month following the MQC. Redeem BaZing Fuel at participating Shell Stations. BaZing Fuel is limited to 20 gallons of fuel per purchase. Once you begin to dispense fuel using your BaZing Fuel, you must dispense to the 20-gallon limit or you forfeit any remaining rewards for the other gallons. Other restrictions may apply. Review the full terms and conditions before activating BaZing Fuel in the mobile app.



## Savings Network

BaZing offers a complete network of savings that provides you with both national and local discounts. So whether you're planning that cross-country vacation or simply looking for dinner at a local restaurant, BaZing has something for you. To find deals near you go to [www.BaZing.com](http://www.BaZing.com) and search by zip code, city and state or merchant under Local or Online Deals, or use the Inspired Perks mobile app.

**The information in this benefits reference guide is designed to assist eligible account holders. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Guide to Benefits or on the [BaZing.com](http://BaZing.com) website, the full terms and conditions will control in all respects.**

Participating merchants on BaZing are not sponsors of the program, are subject to change without notice, may not be available in all regions and may choose to limit deals.

\*Insurance products are: NOT A DEPOSIT, NOT FEDERALLY INSURED, NOT AN OBLIGATION OR GUARANTEED BY THE CREDIT UNION, ITS AFFILIATES, OR ANY GOVERNMENT AGENCY.



Download the **Perks by Wheelhouse Mobile app** from the App Store or Google Play to start saving everywhere you go!

Or login at [BaZing.com](http://BaZing.com) to get started.

## About Our Certificate Accounts

Wheelhouse Credit Union's certificate accounts let you deposit your money for a specified period of time. Our certificate accounts are the Term Certificate Accounts and the IRA Term Certificates.

### Annual Percentage Yield

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

### Maturity

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

### Balance Information

We compute the balance in our certificates to determine the dividends you will be paid using the daily balance method which applies a daily periodic rate to the balance in your account each day.

### Rate Information

Our certificates are designated fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

### Dividend Compounding and Crediting

Dividends will be compounded quarterly and will be credited quarterly. For the certificates the dividend period is quarterly. You may choose to have dividends credited monthly. Dividends will be posted directly to a designated savings account or mailed to you monthly by check, dividends will not be compounded.

### Exceptions to Penalties

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## About Our Term Certificates

Our Term Certificates range from 91-Day to 5-Year terms.

### Minimum Balance and Deposit Requirements

The minimum deposit required for you to open your Term Certificate Account is indicated on the accompanying Rate Schedule. You must maintain the minimum daily balance to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### Account Limitations

You may not make deposits into this account until the maturity date. You may make withdrawals of earned dividends from your account at any time.

### Early Withdrawal Penalty

We may impose a penalty if you withdraw principal from your account after the grace period and before the maturity date. The penalty imposed shall be as follows:

- If the term of the account is 91 days, you shall forfeit all dividends earned on the amount withdrawn.
- If the term of the account is greater than 91 days up to and including one year, you shall forfeit an amount equal to all dividends for 90 days on the amount withdrawn.
- If the term of the account is greater than one year, you shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn.

### Renewal of Account/Grace Period

Your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.

**Exceptions:** Promotional Certificates are exceptions and will not renew to the original promotional term. The following list states the original promotional term and the renewal time period.

- 4-Month Certificate - Your account will automatically rollover at maturity to a 6-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 8-Month Certificate - Your account will automatically rollover at maturity to a 12-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 11-Month Certificate - Your account will automatically rollover at maturity to a 12-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 15-Month Certificate - Your account will automatically rollover at maturity to an 18-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.

## **About Our IRA Term Certificates**

Our IRA Certificates range from 26-Week to 5-Year terms.

### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open your IRA Certificate Account is indicated on the accompanying Rate Schedule. You must maintain the minimum daily balance indicated to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

### **Account Limitations**

You may make deposits into this account and withdraw earned dividends from this account at any time. See your IRA Plan Disclosure provided at the time the account was opened for specific restrictions. You may not withdraw principal from this account until maturity. See Early Withdrawal Penalty.

### **Early Withdrawal Penalty**

We may impose a penalty if you withdraw principal from your account after the grace period and before the maturity date. The penalty imposed shall be as follows:

- If the term of the account is one (1) year or less, you shall forfeit an amount equal to all dividends for 90 days on the amount withdrawn.
- If the term of the account is greater than one year, you shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn.

### **Incorporation of IRA Agreement and Disclosures**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

### **Renewal of Account/Grace Period**

Your account will automatically rollover at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.

**Exceptions:** Promotional Certificates are exceptions and will not renew to the original promotional term. The following list states the original promotional term and the renewal time period.

- 4-Month Certificate - Your account will automatically rollover at maturity to a 6-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 8-Month Certificate - Your account will automatically rollover at maturity to a 12-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 11-Month Certificate - Your account will automatically rollover at maturity to a 12-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.
- 15-Month Certificate - Your account will automatically rollover at maturity to an 18-Month Certificate at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 7 days after maturity.

## **Certificate Account Agreement**

### **Pledging of Funds**

Certificates may not be pledged, transferred, or assigned to any party other than us unless otherwise provided by statute. Funds invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. We reserve the right to offset a certificate except as otherwise precluded by law. If we offset funds from your certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **About Our Money Market Accounts**

Our Money Market Accounts let you deposit your money in a Money Market Account and withdraw your money generally at any time. Our Money Market Accounts are tiered accounts.

### ***About Our Money Market Account***

#### **Balance Information**

We compute the balance in your Money Market Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

#### **Rate Information**

Our Money Market Accounts are designated variable rate accounts on the Rate Schedule. These rates and yields may change at any time at our discretion.

#### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Money Market Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open your Money Market Account is \$1,000. You must maintain a minimum daily balance of \$1,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closures.

#### **Transaction Limitations**

The minimum amount you may withdraw is \$500 per withdrawal.

### ***About Our Inspired Money Market Account***

#### **Balance Information**

We compute the balance in your Inspired Money Market Account to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

#### **Rate Information**

Our Inspired Share Account is designated a variable rate account on the Rate Schedule. These rates and yields may change at any time at our discretion.

#### **Dividend Compounding and Crediting**

Dividends will be compounded monthly and will be credited monthly. For the Inspired Money Market Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last date of the dividend period and for the example is January 31st. If you close your savings account before dividends are credited, you will not receive accrued dividends. The Nature of Dividends can be found in our Account Agreement disclosure.

#### **Minimum Balance and Deposit Requirements**

The minimum deposit required for you to open your Inspired Money Market Account is \$500. You must maintain a minimum daily balance of \$500 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closures.

#### **Transaction Limitations**

There are no transaction limitations on your Inspired Money Market Account if initiated in person.

### ***Money Market Account Agreement***

#### **Transaction Limitations**

No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party and no more than six (6) transfers or withdrawals made by check, draft, check card, or similar order payable to a third party may be made from each Money Market Account in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and we may reclassify or close the account. Transfers initiated by telephone must be counted among the six (6) monthly transfers, except that there are no limits on the

number of withdrawals paid directly to you when initiated by mail, telephone or messenger. There are no transaction limitations on the number of withdrawals if initiated in person.

**Withdrawals, Prior Notice Requirement**

We reserve the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in our bylaws.