

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-15-543490

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COMPLAINT

**PATELCO CREDIT UNION, A STATE CHARTED CREDIT VS. JOYCELYN L
LAMPKIN ET AL**

001C04742208

Instructions:

Please place this sheet on top of the document to be scanned.

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

JOYCELYN Y. LAMPKIN, an individual;
and DOES I through XXX, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

PATELCO CREDIT UNION, a State Chartered Credit Union,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO, LIMITED CIVIL DIVISION

400 McAllister Street, Rm. 103, San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

THOMAS CAUDILL, ESQ. (SBN: 111412)

1025 North Fourth Street, San Jose, CA 95112-4942

CASE NUMBER
(Número de Caso): **000-15-543490**

DATE:
(Fecha)

JAN 02 2015

CLERK OF THE COURT Clerk, by
(Secretario) *M. Moran*

, Deputy
(Adjunto)

M.A. MORAN

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:	<input type="checkbox"/>	CCP 416.10 (corporation)	<input type="checkbox"/>	CCP 416.60 (minor)
	<input type="checkbox"/>	CCP 416.20 (defunct corporation)	<input type="checkbox"/>	CCP 416.70 (conservatee)
	<input type="checkbox"/>	CCP 416.40 (association or partnership)	<input type="checkbox"/>	CCP 416.90 (authorized person)
	<input type="checkbox"/>	other (specify):		

4. by personal delivery on (date):

1 **THE LAW OFFICE OF THOMAS CAUDILL**
2 THOMAS CAUDILL (SBN: 111412)
3 1025 NORTH FOURTH STREET
4 SAN JOSE, CA 95112-4942
5 TELEPHONE: (408) 298-4844
6 FACSIMILE : (408) 298-5148

7
8 ATTORNEY FOR: Plaintiff PATELCO CREDIT UNION
9
10

FILED
Superior Court of California
County of San Francisco

JAN 02 2011

CLERK OF THE COURT
Superior Court of California, County of San Francisco
RE

DEPUTY CLERK

M.A. MORAN

11 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO**
12 **LIMITED CIVIL DIVISION**
13

14 PATELCO CREDIT UNION, a State Chartered
15 Credit Union,

Case No.: CGC - 15 - 543490

16 Plaintiff,

COMPLAINT FOR BREACH OF
CONTRACT AND COMMON
COUNTS.

vs.

17 JOYCELYN Y. LAMPKIN, an individual;
18 and DOES I through XXX, inclusive,

Defendants.

Demand does not exceed \$10,000.00

"LIMITED CIVIL CASE"

FIRST CAUSE OF ACTION

19 [Breach of Contract]

20 1. Plaintiff PATELCO CREDIT UNION is, and at all times herein mentioned was, a State
21 Chartered Credit Union organized and existing in the County of Alameda, State of California.

22 2. Plaintiff is informed and believes and thereon alleges that Defendant JOYCELYN Y.
23 LAMPKIN is, and at all times herein mentioned was, an individual residing in the City of San
24 Francisco, County of San Francisco, California. The contract giving rise to this action was entered
25 into and performed in the County of San Francisco, State of California.

26 3. The following statement provides you with notice of certain rights which you have by law.
27 Nothing in this statement relieves you of the need to take legal action to protect your rights in this
28 matter.

NOTICE

This communication is made in an attempt to collect on a debt and any information obtained will be used for that purpose.

(a) The amount of the debt is stated in this complaint and, including but not limited to, the prayer of the complaint.

(b) The creditor to whom the debt is owed is the Plaintiff Credit Union identified in Paragraph 1 above and in the case caption.

(c) Unless you, within thirty days after receipt of this Notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the Plaintiff Credit Union.

(d) If you notify Plaintiff Credit Union's attorney, Thomas Caudill, in writing within thirty days of receipt of this Notice that the debt, or any portion thereof, is disputed, Plaintiff Credit Union's attorney will obtain verification of the debt and a copy of such verification will be mailed to you by Plaintiff Credit Union's attorney.

(e) Upon your written request within thirty days from the date of your receipt of this Notice, Plaintiff Credit Union's attorney will provide you with the name and address of the original creditor, if different from the current creditor.

(f) If you notify Plaintiff Credit Union's attorney (Thomas Caudill) in writing within thirty days after receipt of this Notice that the debt, or any portion thereof, is disputed, or that you request the name and address of the original creditor, Plaintiff Credit Union's attorney shall cease collection of the debt, or any disputed portion thereof, until Plaintiff Credit Union's attorney obtains verification of the debt or the name and address of the original creditor, and a copy of such verification, or name and address of the original creditor, is mailed to you.

111

(g) Your failure to dispute the validity of a debt pursuant to and under the NOTICE provision stated in this instant paragraph 3 may not be construed by any court as an admission of liability.

4 4. The true names and capacities, whether individual, corporate, associate or otherwise, of
5 Defendants sued herein as DOES I through XXX, inclusive, are unknown to Plaintiff who therefore
6 sue said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
7 Complaint to show their true names and capacities when the same have been ascertained.

8 5. At all times herein mentioned, the Defendants, and each of them, were the agents and
9 employees of each of their Co-Defendants and were acting, at all times, within the course and scope
10 of said agency and employment.

11 6. The obligation hereinafter mentioned was incurred by Defendants, and each of them,
12 within the jurisdictional boundaries of the above-entitled Court and this Court is the proper Court for
13 the trial of this action.

14 7. On or about July 23, 2007, Plaintiff and Defendant entered into a written contract whereby
15 Plaintiff agreed to loan money to Defendant and Defendant agreed to repay Plaintiff the sums set
16 forth below plus interest charges as set forth in the contract. The terms of payment from Defendant
17 to Plaintiff are more fully set forth in the VISA Agreement and Disclosure Statement, attached hereto
18 and incorporated herein as Exhibit "A" (hereinafter "VISA Agreement"). The VISA Agreement
19 attached hereto provides for payment of interest charges at the rate of 10.9% per annum and for
20 payment of reasonable attorney's fees and costs for collection of delinquent sums.

21 8. Plaintiff has performed all covenants, conditions and promises on its part to be performed
22 pursuant to said written agreement attached hereto as Exhibit "A".

23 9. On or about October 15, 2014, Defendant breached and defaulted in the monthly payments
24 due under the VISA Agreement and despite demand from Plaintiff has refused and continues to
25 refuse to make said payment.

26 10. Pursuant to the terms of the VISA Agreement, attached hereto as Exhibit "A", Plaintiff
27 has declared the entire unpaid principal balance in the sum of \$5,115.33, due and payable forthwith.

28 //

1 11. As a result of Defendant's breach of contract, Plaintiff has been damaged in the principal
2 sum of \$5,115.33 plus interest at the contractual rate of 10.9% per annum on the unpaid balance
3 from October 15, 2014, plus attorney's fees and costs.

SECOND CAUSE OF ACTION

[Common Count]

6 1. Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1 through
7 6, inclusive, of its First Cause of Action and makes said paragraphs a part hereof.

8 2. Within the last four years at San Francisco, California, Defendant became indebted to
9 Plaintiff for money lent to Defendant for the agreed sum of \$5,115.33 which sum Defendant agreed
10 to pay to Plaintiff.

11 3. Neither the whole nor any part of the above sum has been paid, although demand therefor
12 has been made, and there is now due, owing and unpaid from Defendant to Plaintiff the sum of
13 \$5,115.33, together with accumulated interest thereon at the maximum rate permitted by law from
14 October 15, 2014, plus costs.

THIRD CAUSE OF ACTION

[Common Count]

17 1. Plaintiff refers to and incorporates, as though fully set forth herein, Paragraphs 1 through
18 6, inclusive, of its First Cause of Action and makes said paragraphs a part hereof.

19 2. Within the last four years at San Francisco, California, an account was stated in writing by
20 and between Plaintiff and Defendant, wherein it was agreed that Defendant was indebted to Plaintiff
21 in the sum of \$5,115.33.

22 3. Neither the whole nor any part of the above sum has been paid, although demand therefor
23 has been made, and there is now due, owing and unpaid from Defendant to Plaintiff the sum of
24 \$5,115.33, together with accumulated interest thereon calculated at the legal rate of ten percent
25 [10%] per annum from October 15, 2014, plus costs.

WHEREFORE, Plaintiff prays for judgment from this Court as follows:

27 1. On the First Cause of Action for judgment against Defendant JOYCELYN Y. LAMPKIN,
28 an individual, for:

- 1 a) The principal sum of \$5,115.33;
 - 2 b) Accumulated interest charges at the contractual rate of 10.9% per annum from
 - 3 October 15, 2014, until the date of entry of judgment herein;
 - 4 c) Attorney's fees incurred;
 - 5 d) Costs of suit incurred herein; and,
 - 6 e) Such other and further relief as the Court may deem just and proper.

7 2. On the Second and Third Causes of Action for judgment against Defendant JOYCELYN
8 Y. LAMPKIN, an individual, for:

- 9 a) The principal sum of \$5,115.33;

10 b) Accumulated interest charges at the legal rate of ten percent [10%] per annum from

11 October 15, 2014, until the date of entry of judgment herein;

12 c) Costs of suit incurred herein; and,

13 d) Such other and further relief as the Court may deem just and proper.

15 | Dated: December 29, 2014

By: THOMAS CAUDILL, Attorney for Plaintiff
PATELCO CREDIT UNION

EXHIBIT "A"



P.O. BOX 2227
Merced, CA 95344-0227
800.358.8228

VISA Gold
JOYCELYN Y LAMPKIN

Statement Period

Account #

10/16/2014 - 11/15/2014

35

Account Summary

Credit Limit		\$0.00
Previous Balance		\$5,100.33
Payments	-	\$0.00
Purchases	+	\$0.00
Fees Charged	+	\$15.00
Cash Advances	+	\$0.00
Adjustments	+ / -	\$0.00
Interest Charged	+	\$45.75
Your New Balance	=	\$5,161.08
Your Available Credit		\$0.00
Statement Closing Date		11/15/2014
Days In Billing Cycle		31

Need a Holiday Loan?

Low rates and 60-day no payments option.
Let Patelco put a little jingle in your pocket.

► patelco.org/holidayloan

Payment Information

Payment Due Date	12/15/2014	New Balance	\$5,161.08
Minimum Payment	\$78.00	Past Due Amount	\$154.00
Oversight Amount	\$0.00	Total Payment Due	\$232.00

Late Payment Warning: If we do not receive your Minimum Payment by the due date listed above, you may have to pay a late fee of up to \$15.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance in about...	And you will pay an estimated total of...
Only the minimum payment	24 years	\$11,208
\$168	3 years	\$6,062
		(Savings=\$5,146)

If you would like information about credit counseling services, call 877.847.2155.

Account Transactions

Purchase	Posting	Description	Purchases/Charges	Payments/Credits
	11/03	LATE CHARGE	15.00	
	11/15	Interest Charged		45.75

Fee Summary		Amount
11/03	LATE CHARGE	15.00
Fees This Period		\$15.00
2014 Total Fees		\$60.00

Interest Charged		Amount
11/15	Interest Charge on Purchases	19.97
11/15	Interest Charge on Cash Advances	25.78
Interest Charges This Period		\$45.75
2014 Total Interest Charges		\$512.62

Page 1 of 2

Please detach and return this portion with your payment to: Patelco Credit Union, PO BOX 2227 Merced, CA 95344-0227



P.O. BOX 2227
Merced, CA 95344-0227

See? It's easy to view your eStatements! Make the switch from receiving paper statements in the mail to eStatements only.

JOYCELYN Y LAMPKIN
401 ORIZABA AVE
SAN FRANCISCO CA 94132

My address has changed. Complete all information on reverse.

Statement Period

Account #

10/16/2014 - 11/15/2014

35

Payment Information

New Balance	\$5,161.08
Minimum Payment	\$78.00
Past Due Amount	\$154.00
Oversight Amount	\$0.00
Total Payment Due	\$232.00

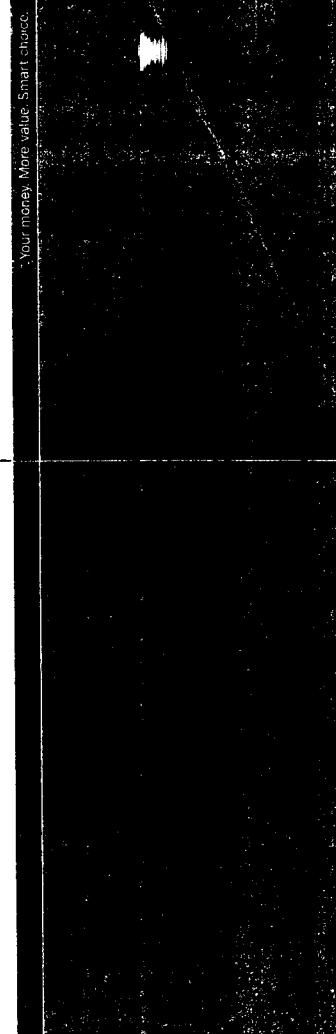
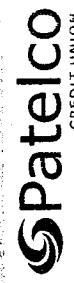
Amount Enclosed

Payment Due Date 12/15/2014

To avoid additional finance charges on purchases, pay the new balance by the payment due date.

EXHIBIT A //

Your Patelco Credit Union
Member Handbook



Your money. More value. Smart choice.

PCM0000-0206 45m

**Your Patelco Credit Union Member
Handbook**

Effective: March 1, 2006

**Membership Agreements, Share Account Agreements and
Disclosures and Open-End Consumer Loan and Credit Card
Agreements and Disclosures and Privacy Policy**

TABLE OF CONTENTS

	PAGE
GENERAL AGREEMENTS OF MEMBERS	1
Joining the Credit Union	1
Membership Requirements and Eligibility for Services	1
Governing Agreements and Laws	2
Our Obligation to Follow Your Instructions	3
Electronic Service Options	3
CU Service Centers™	3
Waivers and Modifications	3
Revocable Authorization to Check Credit Member Privacy Policy	4
Your Consent to the Terms of this Handbook	4
YOUR CREDIT UNION SHARE ACCOUNTS	4
General Information	4
Share Account Insurance	4
Minimum Balance	4
Earnings and Payment of Dividends	4
Account Ownership and Transfer of Proceeds at Death Fiduciary Accounts	4
Business and Organization Accounts	5
Continuing Authorization to Open Accounts	5
Deposits and Withdrawals	5
Non-Transferability of Accounts	6
Dividend Calculation, Compounding and Crediting	6
Fees	6
Permanent Records and Statement Review	6
In Case of Errors or Inquiries About Your Statement	6
Electronic Transfer Errors or Unauthorized Use	6
Closing Accounts	6
Escheat	6
Our Handling Accounts in Case of Your Death or Incompetence	6
Early Withdrawal Penalties; Waiver of Penalties	6
SAVINGS ACCOUNTS	7
Tiered Savings Account	7
Pay-Me-First Account	7
Money Market Account and Money Market IRA	7

Money Market Plus Account and Money Market Plus IRA	7
Insured Variable Money Fund Account	7
Treasury Income Account	7
Treasury Plus Account (TPA)	8
Fund-Plus Account	8
Certificate Accounts	8
Holiday Club Accounts	8

INDIVIDUAL RETIREMENT ACCOUNTS (IRAs) 9

General Information About IRAs	9
Treasury IRA Account	9
Guaranteed Income IRA	9
IRA Special Share Account Certificate— Series I — 1 Year	9
IRA Special Share Account Certificate— Series K—2.5 Year	9
Health Savings Account (HSA)	9

CHECKING ACCOUNTS

Interest Checking Account	
Free Checking Account	
General Checking Account Terms	9
Payments on Checks	9
Governing Law	10
Stale Dated Items	10
Overdrafts	10
Stoping Payment on Checks	10
Post Dated Checks	10
Availability of Funds for Check Writing	10
Lost or Stolen Checks	10
Immediate Check Payment	10
Prohibition on Pledging Funds	10
Closing Checking Accounts	10
Unauthorized Drafts	11
ACH Conversion of Other Checks	11
Special Services	11
Cashier's Checks and Teller's Checks	11
Wire Transfers	11
Check Hold Policy	11
Check 21 and Substitute Checks	12

ELECTRONIC FUNDS TRANSFERS

Introduction/Scope of Services	12
Terms Applicable to All IFPs	
CALL-24 Touch Tone Home Banking	15
PC-24 Home Banking (including Bill Payer)	15
Plastic Card EFT Access	15
Available ATM Services	15
Fees for ATM and Check Card Services	15

Your Patelco Credit Union Member Handbook

"Primary Borrower" refers to the Member listed as such on a Credit Union Credit application. "Joint Obligor" refers to a person obligated, along with the Primary Borrower, to repay borrowed funds, whether as a joint borrower who uses or benefits from the extension of credit, or as a cosigner, who agrees to pay the debt without benefiting from the credit. "Obligor" refers to the Member or any joint Owner who has a present ownership interest in funds in a share account. "Signer" refers to any person who is authorized to conduct business on a share account, whether as a member, joint owner, in a fiduciary capacity (such as attorney in fact or personal representative of the estate of a deceased Signer), or otherwise. "Obligor" refers to any person who is obligated to pay a loan to the Credit Union, whether as Primary Borrower, Joint Borrower, Co-Signer, personal representative of a deceased Obligor, or otherwise. "We," "us," and "our" refer to the Credit Union. This Handbook may refer to our share accounts as "savings" accounts, to our share draft accounts as "checking" accounts, and to our term share certificate accounts as "certificates of deposit" accounts. "Share accounts" or "accounts" in the context so indicates, also refers generally to all accounts maintained with the Credit Union. "Board" refers to the credit union's Board of Directors. The singular implies the plural when a share account has more than one Signer or a debt has more than one Obligor.

Membership Requirements and Eligibility

for Services

Provided you are within our field of membership, your completion of a membership authorization card, payment of a one-time \$20 membership fee and a deposit of \$5 to a Terced Savings Account makes you a Member of the Credit Union and entitles you to apply for all of our savings and lending services. All applications for membership share accounts, loans and other services are subject to review and approval. Our review may include your credit and/or account histories with consumer reporting agencies, such as credit bureaus or Checksystems. We will comply with all governmental regulations for screening and restricting new accounts such as those required by the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC). We may deny your application based on this review.

You must be a Member to borrow money from the Credit Union (unless you are the spouse or domestic partner of a Member and live in a community property state such as California, in which case you may be a joint borrower with your Member's spouse or domestic partner without establishing your own membership) vote in Credit Union elections, and hold Credit Union office.

Membership is open to both active and retired employees of organizations as approved by the Board and the California Department of Financial Institutions.

Membership is also open to persons who live, work, or worship in communities approved by the Board and the California Department of Financial Institutions.

Current Members in good standing can sponsor relatives (by blood, marriage or adoption) or roommates (individuals living in the same household) as new Patelco Members.

Minors may join the Credit Union. We reserve the right to require minors to have an adult as joint account owner or joint obligor, to be eligible for all share account and loan services, or to require minors to have an adult sign an indemnity agreement in consideration for our permitting a minor to have Credit Union share account or other services.

Once you become a Member you are always a Member, even if you move, change jobs, or retire, provided you meet you obligations to the Credit Union.

Grounds for Expiration or Denial of Services

As a member owned cooperative, Patelco Credit Union, is your Credit Union. Members are expected to uphold high standards of honesty, personal responsibility and courtesy in dealing with the Credit Union and other Members. We reserve the right to either (a) expel you from Credit Union membership or (b) alternately deny services at our discretion and if you (1) restrict your access to Credit Union premises, if any of the following (1) fail to meet your obligations to the Credit Union, (2) you fail to comply with applicable law and the credit union's bylaws and rules as amended from time to time, (3) you are convicted of a crime in connection with business you conduct with the Credit Union, (4) you cause the Credit Union to do any way including but not limited to loan charge-offs, account overdraws, or bankruptcy, or (5) you fail to conduct your business with the Credit Union in a civil and business like way, violence, threats of violence, or harassment against Credit Union staff, volunteers or other Members will not be tolerated. If you

Available POS Services	15	Debt Consolidation Loan Advances	23
Available Transactions at Financial Institutions	15	Courtesy Liens	23
Available Check Card Merchant Transactions	15	Payday Line of Credit	24
Special Terms Applicable to the Check Card	16	Your Billing Rights	24
Limitations on Check Card EFT Transactions	16	FEE SCHEDULE	25
Plastic Credit Cards	16		
Automated Clearinghouse (ACH) Services	16		
Available ACH Services	16		
Limitations on ACH Services	16		
Right to Stop ACH Payments	17		
Notice of Payments in Varying Amounts	17		
Corrections and Payment Revocations	17		
OPEN END LOAN AGREEMENT AND CREDIT CARD AGREEMENT AND DISCLOSURE	17		
Using Your Open End Loan Account and Credit Card	17		
Obligation to Pay	18		
Credit Limit and Account Review	18		
Repayment Terms	18		
Loan Account Finance Charge Calculation	18		
Loan Account Interest Rates	19		
Variable Loan Account Rates	19		
Credit Card Finance Charge Calculation	19		
Credit Card Interest Rates	19		
Additional Rate Information	19		
Loan Account and Credit Card Payment Terms	20		
Monthly Statements	20		
Exceeding Your Credit Limit	20		
Prepayment	20		
Foreign VISA Credit Card Transactions	20		
Other Credit Card Charges	20		
Credit Insurance	20		
Payment Skips/Extensions	20		
Security Interests	20		
Changes in Terms	21		
Honest Dealing	21		
Additional Terms Applicable to Joint Borrowers and CoSigners (Guarantors)	21		
Default, Lien, Acceleration	21		
Collection Costs	21		
Other Terms Applicable to Credit Cards	21		
Unauthorized Use of Lost or Stolen Cards	21		
Merchant Credits	21		
Merchant Problems	21		
Platinum Rebate Mastercard	21		
Termination	22		
Security Agreement	22		

A valid court order of which we have actual notice in the form of a certified copy of your Social Security card or other acceptable government-issued document showing your Social Security Number before we open a new account or permit withdrawals by or loans to new Members or before we permit any transaction.

Bank Account Withdrawal

The Credit Union has the right to withhold amounts required by federal tax laws from withdrawals if you or the Internal Revenue Service advise us that you are subject to backup withholding or if you fail to give us your correct taxpayer ID or social security number.

Dissemination of Information and Compliance with the Law in Handling Your Accounts

We will comply with lawfully issued subpoenas, levies, information requests and reporting requirements, writs of attachment and similar orders pertaining to your Credit Union services. We honor tax levies issued by state or federal taxing authorities. You must take up any objections you have on matters of this type directly with the individual or entity that has requested information about or asserted a claim to funds in your share accounts.

We will disclose information to our service providers, merchants, and other financial institutions, as is necessary to carry out our transactions that involve Paketo services you have. Please refer to our separate **PRIVACY POLICY** for more information.

We will disclose information about your share accounts and loans as required by law, for example we disclose dividends earned on your share accounts to the Internal Revenue Service; we disclose information about your and your share accounts in connection with child support data matching requests, we suspect elder abuse, and we report any transaction that is required to be reported to the federal government under the USA PATRIOT Act, Bank Secrecy Act and Anti-Money Laundering laws.

We will disclose information regarding Credit Union share accounts to any Signer and information regarding Credit Union loans to any Obligor, provided any research and copying fees are paid. We do not disclose information to contingent owners (such as pay-on-death beneficiaries in share accounts) until the situation that would make them an owner of the account (such as the death of all owners) has arisen.

Our Obligation to Follow Instructions

Any Signer on a Credit Union share account, and any Obligor on a Credit Union loan account, can, acting individually or jointly, give us oral, written or electronic instructions on the share or loan account and we will be obligated to carry out such instructions provided we have followed reasonable security procedures in identifying the Signer or Obligor.

We will follow the most recent instructions we have received and will have no liability to any person for doing so. If we receive conflicting instructions, we have the right to freeze the related share or loan account until we receive consistent written instructions from all Signers or Obligors or a court order.

We have the right to refuse to follow instructions if we reasonably believe them to be fraudulent, unauthorized, or made under duress. We will, however, be liable to any person for following instructions that are inauthentic, unauthorized or made under duress unless either (i) we have actual knowledge of the lack of authority, lack of authorization, or duress; (ii) our negligence, such as our failure to follow commercially reasonable security procedures, results in our following unauthorized instructions; or (iii) the law imposes responsibility on us, such as for paying checks with forged signatures if reported to us in a timely manner.

The authority of a Signer or Obligor to give instructions on a share or loan account may be terminated in one of three ways. First, the share or loan account may be closed and re-opened with different signers or borrowing authority (approval of a new member, re-authorization and/or new credit application may be required). Second, all current Signers or Obligors may give their written consent to the change. Third, in the case of a person having access to a share or loan account in a fiduciary capacity (such as the holder of a power of attorney), notice must be given to the Credit Union in writing of either (a) the revocation of the fiduciary's authority by the principal who granted the authority; (b) the resignation of the fiduciary; or (c) a court order revoking the fiduciary's authority.

Governing Agreements and Laws

This Handbook, our Credit Union bylaws and policies, applicable California and federal laws as amended from time to time, and any separate agreements from your failure to carry out your agreements with us. To the extent that our charges for handling such matters may exceed our costs, they are to be considered damages. You agree that our collection of a fee does not waive any right we may have under the law to recover any loss sustained due to your failure to meet the terms of this Handbook or other agreements you have with us. We also have the right to extra damages whenever the law provides for them, such as the exemplary damages provided as a penalty for writing bad checks.

This Handbook, our Credit Union services or access devices if you use them for illegal transactions such as illegal on-line gambling.

You will not allow credit union savings or checking accounts you open to fall below a zero balance. If you do inadvertently overdraw any savings or checking account, and you do not have a prearranged available source of overdraft protection, you agree to immediately restore any overdraft upon our written demand. If you do not promptly restore the overdraft, you agree that our Right of Offset (see below) applies. We cannot recover the amount under our Right of Offset, you agree that our Right to recover Collection Costs (see below) applies.

You will take responsibility for items deposited to your share accounts that are returned unpaid if we have no funds available to you for an item that is returned unpaid. You agree that upon our demand, you will immediately restore the amount of the returned item to your account if you do not do so, you agree that our Right of Offset applies. If we cannot recover the amount under our Right of Offset, you agree that our right to recover Collection Costs applies. See the Deposits and Withdrawals section of this Handbook for more information about your responsibility for items deposited to your share accounts that are returned unpaid.

You agree to repay money you borrow from the Credit Union according to the terms of the applicable loan agreement. If you do not meet your obligations to us we may submit negative reports to consumer reporting agencies that report loan payment problems or checking or savings account abuses. These reports may adversely affect your credit standing.

Each Signer is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on share accounts of which she or he is an owner or signer. Each Obligor is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on loans or lines of credit on which he or she is an Obligor. No release from an obligation to the Credit Union will be valid unless (a) given in writing by an authorized Credit Union employee or (b) ordered by a court or non-judicial dispute resolution provider to whose jurisdiction the Credit Union is subject in a proceeding to which we are a party.

Your Consent to Our Right of Offset

If you become indebted to us for any reason, and you fail to pay what you owe us according to the terms of your agreements with us or upon our written

demand you agree that we can take any Credit Union shares in which you have an ownership interest, without notice to you, to collect all or part of what you owe us. This consent by you is in addition to our right to impose liens on shares under Section 1485 of the California Financial Code. Our exercising of this right will not be an election of remedies and will not impair our rights to pursue any other remedies we may have against you. Your consent to our Right of Offset is not a pledge by you of any shares and does not affect your right to withdraw funds as long as you meet your obligations to us. However, you agree that this right extends to any shares you have with us, including IRAs and other accounts that might lose special tax treatment if pledged as security for an obligation, and states resulting from your deposit of funds normally exempt from creditors remedies such as social security direct deposit, to the extent not otherwise prohibited by law. The Credit Union never requires you to deposit exempt funds with us.

Collection Costs

If you are in default in any of your obligations to us, you agree to pay reasonable costs we incur to collect what you owe us before we take legal action. If we take legal action of any kind (including but not limited to collection lawsuits, proceedings to protect our interests if you become a debtor in bankruptcy, appeals, foreclosures, or actions to enforce judgments), you agree to pay our reasonable attorney's fees and costs of the action. If the legal action we take relates to a credit obligation, you agree that we can add collection costs to the outstanding balance and charge interest on them at the interest rate called for by the credit agreement. We can either extend the repayment schedule of your credit obligations or increase the minimum required payments to recover collection costs we incur because of your failure to meet your obligations.

Fees and Damages

All Credit Union share accounts and loans may be subject to fees. Our fee structure is designed to encourage use of Credit Union services and to create incentives for Members to meet their obligations and handle their share accounts in a responsible way. All fees are disclosed on the Fee Schedule included in this Handbook. The Fee Schedule may be amended from time to time and its most recent version is deemed to be incorporated by reference into this Handbook and made part of it. Fees may be waived at our discretion, subject to applicable anti-discrimination laws and regulations and our anti-discrimination policies.

Fees for special handling of share accounts and loans result in some instances from your failure to carry out your agreements with us. To the extent that our charges for handling such matters may exceed our costs, they are to be considered damages. You agree that our collection of a fee does not waive any right we may have under the law to recover any loss sustained due to your failure to meet the terms of this Handbook or other agreements you have with us. We also have the right to extra damages whenever the law provides for them, such as the exemplary damages provided as a penalty for writing bad checks.

Governing Agreements and Laws

This Handbook, our Credit Union bylaws and policies, applicable California and federal laws as amended from time to time, and any separate agreements from your failure to carry out your Collection Costs applies. See the Deposits and Withdrawals section of this Handbook for more information about your responsibility for items deposited to your share accounts that are returned unpaid.

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Your Taxpayer ID Number

You are responsible for providing the Credit Union with the correct social security number / taxpayer ID numbers on all share accounts you open with us. We have a duty of further inquiry as to the correctness of the number you provide, but we will not open or maintain accounts without taxpayer ID numbers. If you fail to provide your correct taxpayer ID number, you may be subject to backup withholding and its penalties. If you deliberately provide false taxpayer ID information, you may be subject to criminal prosecution and we can close your Credit Union share accounts. We may require a photocopy of your Social Security card or other acceptable government-issued document showing your Social Security Number before we open a new account or permit withdrawals by or loans to new Members or before we permit any transaction.

The Credit Union has the right to withhold amounts required by federal tax laws from withdrawals if you or the Internal Revenue Service advise us that you are subject to backup withholding or if you fail to give us your correct taxpayer ID or social security number.

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your balance reaches a designated dividend level on any day, the entire account balance will be paid into the dividend account for that day. The current rates and fees set by the Board, see the Initial Account Disclosure, available at our branches and on our web site. You can make unlimited deposits to your Money Market Plus Account. Contributions to the Money Market Plus IRA are subject to IRA limitations. You can make no more than six withdrawals or transfers to any kind per month out of this account. If you violate these withdrawal or transfer limits, we can close the account and deposit the funds in another account you are eligible to maintain or take away the transfer capabilities of this account. If it is not an IRA, are available for overdraw protection. This account cannot be pledged as security for a loan.

The Money Market Plus Account (non IRA) has an optional checking feature. The minimum number of checks that may accrue an account is three (3) in any calendar month period. The number of checks you write will count against the six withdrawal limit established on this account. Should your Money Market Plus Account have more than three checks clear in any calendar month period, we reserve the right to close the account or convert the account to a Checking Account without advance notice. The same check processing fees as disclosed for Pækots' Checking Account (such as NSF, Check Copies and Stop Payment) apply to checks written on the Money Market Plus Account (see Schedule).

Insured Variable Money Fund Account

The dividend rate and APY's are set at the end of each quarter and can change quarterly or more frequently at the Board's discretion. If your balance reaches a designated dividend tier on any day, the entire account will earn the dividend rate for that tier on that day. For current rates and fees set by the Board, see the Initial Account Disclosure, available at our branches and on our web site.

Dividends are credited and compounded on the first day following the end of a calendar quarter. The minimum balance to open this account and be eligible for Credit Union services is \$5,00. This is a non-transaction account and certain types of withdrawals are limited to six per month (see Deposits and Withdrawals above). If you violate these limits, we can close the account and put the funds in another account you are eligible to maintain or take away the transfer capabilities of this account. This account can be used as an overdraw protection source, but not more than six times per month. This account can be pledged as security for a loan.

Pay-Me-First Account

(No new accounts accepted at this time)

To encourage savings, if you make an automated deposit (direct deposit, payroll deduction or automatic transfer) of at least \$100 to the Pay-Me-First Account for each month of the quarter, your dividend rate will be 1 1/2% (50 basis points) higher than that for the Tiersed Savings Account. The higher rate will go into effect on the first day of the quarter following the quarter in which you sign up for the Pay-Me-First Account. If the automatic deposits are discontinued during any quarter, the normal Tiersed Savings Account dividend rate will apply going forward. Other than the dividend rate and yield, increase for automatic deposits, the terms of the Pay-Me-First Account are identical to the terms for the Tiersed Savings Account.

Money Market Account and Money Market IRA

If our records indicate that you live in California and there has been no activity on your account other than crediting of dividends for twelve years, your account will be deemed abandoned and subject to forfeiture to the State of California pursuant to California Code of Civil Procedure 1513.5. We will charge the maximum fee allowed by law for this process. After two years of inactivity we will notify you at your address in our records that your account will be set if you do not contact us to indicate an interest in your account. Once the shares and dividends are turned over to the State, the credit union has no further liability to you. You must contact the State Controller's Office to return return of the funds. The address is: Division of Unclaimed Property, P.O. Box 94250, Sacramento, CA 94250-5873. You need to provide the escheatment amount and escheatment date. This information is found on the last statement you received from the credit union. Accounts which are escheated to the State in the middle of a period will not be paid dividends for that period. If you reside in a state other than California, and state law requires us to turn over inactive accounts, we will comply with any notice and turn over requirements imposed by your state.

Our Handling Accounts in Case of Your Death or Incompetence

If there are no joint owners on your account, your death or a court appointment of a conservator to manage your legal affairs will terminate our authority to disburse funds from your account. Our authority will terminate ten days after the later of (1) the date of your death or the appointment of a conservator or (2) the date we learn of your death or the appointment of a conservator. After we learn of your death or incompetence, we will comply with the law on court orders in disbursing account proceeds, and we will honor stop pay requests by any persons claiming an interest in your account.

If you suspect that there was an unauthorized signature or alteration of an item on your account, your credit union is authorized to destroy statements will be available by optical storage for the time period required by law. If you do not receive a statement, please contact us at once.

In Case of Errors or Inquiries about Your Statement

Please review your statements promptly. Your failure to do so may result in losses to the Credit Union will not cover.

If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us in writing within thirty (30) days after we mailed you the first statement on which the item appeared. If you do not tell us within 30 days, we are not responsible for any losses you incur because of the forgery or alteration of a check on your account. We operate in an electronic processing environment and it is not economically or practically feasible for us to examine every signature on every check. For this reason, we are, as permitted by the Commercial Code, altering the provisions of the Code regarding the time limits for reporting unauthorized signatures or other unauthorized transactions on checking accounts.

The Credit Union will investigate any errors, provided you notify us in writing within sixty (60) days of the mailing of the statement containing the error. Tell us all the information requested under the section entitled "WHAT TO TELL

that you would have maintained had the merger not occurred. (d) any owner of the Certificate dies; (e) any owner of the Certificate is declared incompetent by a court or other administrative body of competent jurisdiction; or (f) you withdraw the funds within the grace period following maturity.

SAVINGS ACCOUNTS

Tiered Savings Account

Dividend rates and APY's are set at the end of each quarter and can change quarterly or more frequently at the Board's discretion. If your balance reaches a designated dividend tier on any day, the entire account will earn the dividend rate for that tier on that day. For current rates and fees set by the Board, see the Initial Account Disclosure, available at our branches and on our web site.

Dividends are credited and compounded on the first day following the end of a calendar quarter. The minimum balance to open this account and be eligible for Credit Union services is \$5,00. This is a non-transaction account and certain types of withdrawals are limited to six per month (see Deposits and Withdrawals above). If you violate these limits, we can close the account and put the funds in another account you are eligible to maintain or take away the transfer capabilities of this account. This account can be used as an overdraw protection source, but not more than six times per month. This account can be pledged as security for a loan.

Pay-Me-First Account

(No new accounts accepted at this time)

To encourage savings, if you make an automated deposit (direct deposit, payroll deduction or automatic transfer) of at least \$100 to the Pay-Me-First Account for each month of the quarter, your dividend rate will be 1 1/2% (50 basis points) higher than that for the Tiersed Savings Account. The higher rate will go into effect on the first day of the quarter following the quarter in which you sign up for the Pay-Me-First Account. If the automatic deposits are discontinued during any quarter, the normal Tiersed Savings Account dividend rate will apply going forward. Other than the dividend rate and yield, increase for automatic deposits, the terms of the Pay-Me-First Account are identical to the terms for the Tiersed Savings Account.

Money Market Account and Money Market IRA

If our records indicate that you live in California and there has been no activity on your account other than crediting of dividends for twelve years, your account will be deemed abandoned and subject to forfeiture to the State of California pursuant to California Code of Civil Procedure 1513.5. We will charge the maximum fee allowed by law for this process. After two years of inactivity we will notify you at your address in our records that your account will be set if you do not contact us to indicate an interest in your account. Once the shares and dividends are turned over to the State, the credit union has no further liability to you. You must contact the State Controller's Office to return return of the funds. The address is: Division of Unclaimed Property, P.O. Box 94250, Sacramento, CA 94250-5873. You need to provide the escheatment amount and escheatment date. This information is found on the last statement you received from the credit union. Accounts which are escheated to the State in the middle of a period will not be paid dividends for that period. If you reside in a state other than California, and state law requires us to turn over inactive accounts, we will comply with any notice and turn over requirements imposed by your state.

Our Handling Accounts in Case of Your Death or Incompetence

If there are no joint owners on your account, your death or a court appointment of a conservator to manage your legal affairs will terminate our authority to disburse funds from your account. Our authority will terminate ten days after the later of (1) the date of your death or the appointment of a conservator or (2) the date we learn of your death or the appointment of a conservator. After we learn of your death or incompetence, we will comply with the law on court orders in disbursing account proceeds, and we will honor stop pay requests by any persons claiming an interest in your account.

If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us in writing within thirty (30) days after we mailed you the first statement on which the item appeared. If you do not tell us within 30 days, we are not responsible for any losses you incur because of the forgery or alteration of a check on your account. We operate in an electronic processing environment and it is not economically or practically feasible for us to examine every signature on every check. For this reason, we are, as permitted by the Commercial Code, altering the provisions of the Code regarding the time limits for reporting unauthorized signatures or other unauthorized transactions on checking accounts.

In Case of Errors or Inquiries about Your Statement

Please review your statements promptly. Your failure to do so may result in losses to the Credit Union will not cover.

If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us in writing within thirty (30) days after we mailed you the first statement on which the item appeared. If you do not tell us within 30 days, we are not responsible for any losses you incur because of the forgery or alteration of a check on your account. We operate in an electronic processing environment and it is not economically or practically feasible for us to examine every signature on every check. For this reason, we are, as permitted by the Commercial Code, altering the provisions of the Code regarding the time limits for reporting unauthorized signatures or other unauthorized transactions on checking accounts.

The Credit Union will investigate any errors, provided you notify us in writing within sixty (60) days of the mailing of the statement containing the error. Tell us all the information requested under the section entitled "WHAT TO TELL

US IN CASE OF ANY ERROR OR INQUIRY. We will not be liable for errors if you fail to notify us within the 60-day period.

If we correct any error that we made or accept any responsibility for a transaction, we have the right to collect the amount credited to your account from anyone else who is responsible. Our crediting your account will result in automatic assignment to us of your rights to collect the amount from anyone else. You agree to cooperate with our efforts to collect the amount we credited to your account.

If we make an error handling your account, our liability will be limited to the actual damages, not to exceed the amount of harm to your credit standing for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress or exemplary damages due to a claimed reckless disregard of the consequences of our actions.

Electronic Transfer Errors or Unauthorized Use

Please see the separate Electronic Funds Transfer Agreement and Disclosure in this Handbook for information about your rights and responsibilities.

Closing Accounts

We have the right to close your account(s) for any business reason on 10 days' written notice to you at your last known address. Any closing of your accounts will not affect our handling of regular transactions prior to the notice provided that sufficient funds are on deposit to handle them. Other grounds for closing your account(s) with or without advance notice include your writing NSF checks without overall protection, your failure to pay your loans, your misuse of a checking account for check kiting or other unlawful purpose, or your failure to observe the conditions of any other agreement with the credit union.

Non-Transferability of Accounts

Except for Checking Accounts, all accounts are non-transferable other than on the books of the credit union. This means that shares can only be transferred to other individuals. To transfer your shares to another member, you must use a written form acceptable to us.

Dividend Calculations, Compounding and Crediting

We calculate dividends on all of your accounts using the daily balance method, which applies a daily periodic rate to the balance in the account on the first day after the dividend period. For example, if dividends are credited quarterly, dividends will be earned on all days that the account balance is above the minimum to earn dividends. Dividends are reported on the first day after the end of the dividend period. If dividends are credited quarterly, they are credited on April 1, July 1, October 1, and January 1. For tax reporting purposes, dividends are reported in the year they are credited, not the year they are earned.

Fees

All credit union Accounts may be subject to fees which, if assessed, may reduce earnings. Please see the Fee Schedule.

Permanent Records and Statement Review

Unlimited access to all records of your account is available to you. You will be able to view all of your (or make available electronically if so elected) periodic statements recording all deposits, withdrawals, checks drawn on your Checking Account (if you have one), dividends (if any) and fees. All accounts will receive a statement at least quarterly unless the account is restricted. Checking accounts and accounts with electronic transfer activity will receive monthly statements and accounts will receive monthly statements.

We will mail to you (or make available electronically if so elected) periodic statements recording all deposits, withdrawals, checks drawn on your Checking Account (if you have one), dividends (if any) and fees. All accounts will receive a statement at least quarterly unless the account is restricted. Checking accounts and accounts with electronic transfer activity will receive monthly statements and accounts will receive monthly statements.

If there is more than one owner of the account, the statement will be sent to the first account holder. If you elect paper statements, we will mail them to you at your address in our records. You must notify us of any address change in writing.

You will not receive your canceled checks, but we do truncate checks. You can obtain copies of them for up to seven years. The first two check copies per statement period are free; additional copies are subject to a fee. Please see the Fee Schedule.

The credit union is not responsible for items lost in delivery by the post office or otherwise not collected by the Member.

Our Handling Accounts in Case of Your Death or Incompetence

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Early Withdrawal Penalties; Waiver of Penalties

Unless otherwise specified, on all accounts subject to early withdrawal penalties, if funds are withdrawn within six days of account opening or renewal, the entire account balance will be subject to a six day early withdrawal penalty.

If funds are withdrawn within seven days of account opening or renewal, the entire account balance will be subject to a seven day early withdrawal penalty. If funds are withdrawn within thirty days of account opening or renewal, the entire account balance will be subject to a thirty day early withdrawal penalty.

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Collection Costs applies.

Funds pledged as security for loans cannot be withdrawn without the Credit Union's prior written consent. We may refuse withdrawals if you have delinquent obligations with us.

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If funds are withdrawn within seven days of account opening or renewal, the entire account balance will be subject to a seven day early withdrawal penalty. If funds are withdrawn within thirty days of account opening or renewal, the entire account balance will be subject to a thirty day early withdrawal penalty.

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Non-Transferability of Accounts

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Waiver of Penalties above). You can schedule authorized monthly payments out of this account to you either in the form of a check, payable to you and mailed to you or a transfer to your Titled Savings Account. The monthly payment cannot equal more than 1/6 of the balance in the account. You can change the amount of the monthly payment only twice a year.

You can pledge this account as security for a loan, provided that (a) the loan term does not exceed six months or the time remaining until a withdrawal date you have scheduled, and (b) the loan amount does not exceed the difference between the account balance and any payments you have scheduled. You cannot use this account for overdraft protection. We can discontinue this account at any time by giving you six months advance notice.

Treasury Plus Account (TPA)

(No new accounts accepted at this time)

The dividend rate and APY are set at the beginning of each quarter and are based on the average of the previous 12 weeks' auction yields of the six month U.S. Treasury Bill (the index plus .108% (100 basis points). Except for the difference in the formula used to determine the dividend rate, the terms of this account are identical to the terms of the Treasury Income Account (see above). Current dividend rates and APY's on existing accounts are shown on periodic account statements.

Fund+Plus Account

(No new accounts or new deposits to existing accounts accepted at this time.)

The dividend rate and APY are set on the first day of each month and are based on the distribution rate of the Goldman Sachs Short Duration Bond Fund as of the 25th day of the previous month, less 0.49% (40 basis points). The Board can change the dividend rate, APY and formula used to set the rate monthly at any time at their sole discretion. Current dividend rates and APY's for existing accounts are shown on periodic share account statements.

Dividends are credited and compounded on the first day following the end of a calendar month. You must have a minimum balance of \$25,000 to open, maintain, and earn dividends on this account. If your balance falls below \$25,000, any day for any reason, you will not earn any dividends for that day and your account will be closed and the balance deposited to your Titled Savings Account.

All funds deposited to this account must originate from sources outside Patelco. To qualify for this account you must have at least three other Patelco share or bank sub-accounts. Deposits and withdrawals must be at least \$5,000.00 each. You cannot make more than six withdrawals or transfers out of this account per month. If you violate a these limits, we can close the account and put the funds in another account you are eligible to maintain or take away the transfer capabilities of this account. This account cannot be pledged as security for a loan or used for overdraft protection.

We can discontinue this account by giving you 90 days' advance notice or prohibit additional deposits at any time without prior notice.

Certificate Accounts

General Information

You can select certificates with terms from 90 days to 60 months in length. We also offer a ten-year certificate and older special certificates from time to time. Dividend rates and APY's offered on new certificates can change any time at the Board's discretion. Current dividend rates and APY's are shown on the current initial account disclosure, available in our branches and on our web site.

On certificates with terms less than 12 months, dividends are compounded and credited at maturity. For certificates with terms longer than 12 months, dividends are compounded and credited monthly on the first day following the end of a calendar month. A minimum balance of \$5,000 is required to open and maintain a 10-year certificate. A minimum balance of \$1,000 is required to open and maintain all other certificates. A minimum balance of \$500 is required to open and maintain an IRA certificate. You may borrow against non-IRA certificates provided that the loan term does not exceed the certificate maturity date. You cannot use Certificate accounts for overdraft protection.

APY Assumptions

The disclosed Annual Percentage Yield (APY) assumes that accrued and credited dividends will remain in the account until maturity. Earlier withdrawals of dividends will reduce earnings.

Renewal at Maturity

Certificate Accounts renew automatically at maturity unless, at maturity or during the 10-day grace period that follows maturity, you close the Certificate Account or ask us to transfer the funds to a Certificate Account with a different term. Automatic renewal will be (a) for the same term (the closest shorter term if we are no longer offering the same term) and at the Dividend Rate and APY as assessed, and (b) early withdrawals may be subject to tax penalties imposed by the Internal Revenue Service in addition to any credit union imposed penalties - consult your tax advisor.

Treasury IRA Account

The terms of this IRA account are identical to the terms of the Treasury Income Account except (a) as noted in General Information About IRAs - (b) the minimum balance is \$500 and (c) authorized payments out of the account are not available.

Guaranteed Income IRA

(No new accounts accepted at this time.)

Funds may not be added to, and principal may not be withdrawn from, a Certificate Account after it is opened, except at maturity or during the grace period following maturity. Special Certificate Accounts with separate account agreements may allow for additional deposits or withdrawals. Only one withdrawal, deposit, and/or change in term is allowed at maturity or during the grace period. You may withdraw credited dividends at any time, but any other withdrawals prior to maturity will be subject to penalty. Other conditions may exist, such as deposit requirements for new money only, and will be disclosed separately.

Early Withdrawal Penalties

If you withdraw principal from a Certificate Account prior to maturity, an early withdrawal penalty will apply if you withdraw funds within six days of opening a certificate, a penalty of seven days' dividends will be assessed even if the penalty involves principal (except for IRA certificates, where the penalty will not involve principal). All other early withdrawal penalties on certificates with terms up to 47 months will equal the lesser of dividends earned on the Certificate or 90 days' dividends. Early withdrawal penalties on certificates opened after June 1, 2005 with terms of 48 months or longer will equal the lesser of dividends earned on the certificate or 180 days' dividends.

Holiday Club Accounts

General Information

This account lets you save money for the holidays. To qualify you must have an opening deposit of \$20 and \$20 deposited automatically every month. You can establish a Holiday Club Account any business day of the year, and it will mature on November 15 each year. The dividend rate and APY will be fixed from the day you establish your Holiday Club Account to the maturity date of November 15 each year. Dividends do not compound, but are credited at maturity. Dividends and APY's offered on new Holiday Club Accounts can change at any time at the Board's sole discretion. Current dividend rates and APY's are shown on the current initial account disclosure available at our branches and on our web site. You cannot pledge this account as security for a loan or use it for overdraft protection.

Transfer and Renewal at Maturity

On the maturity date, funds will transfer to a Credit Union checking or savings account you designate. Automatic deposits will continue after the maturity date unless you cancel them, and be added to the Holiday Club Account at the then-current dividend rate and APY. Call the Credit Union at (415) 442-5200 on November 15 to find out the dividend rate and APY as of that date for new Holiday Club Accounts.

Transaction Limits

You can make deposits at any time. Funds may not be withdrawn except at maturity.

Early Withdrawal Penalties

If you withdraw funds within the first six days of establishing a Holiday Club Account, you will pay a penalty of 7 days' dividends, even if the penalty will invoke principal. If you otherwise withdraw funds prior to maturity, you will forfeit all dividends earned on the account. If you cease making automatic deposits at any time prior to maturity, we can close this account and you will

be liable for all dividends.

INDIVIDUAL RETIREMENT ACCOUNTS (IRAs) AND HEALTH SAVINGS ACCOUNTS (HSAs)

General Information about IRAs

Patelco offers Certificate IRA Accounts, Money Market IRA Accounts, and Treasury IRA Accounts. IRA terms are generally the same as for non-IRA accounts of the same type. Traditional IRA, Education IRA, and Roth IRA accounts are available. IRA products are pledged as security for loans. We can discontinue any IRA product by giving you six months advance notice. If we do this, you must notify us of another IRA into which you would like us to transfer the funds. If we do not hear from you, we will place the funds in another IRA designated account. Interest rates and APY's for the renewed Certificate will not be determined until the maturity date. Please call the Credit Union at (415) 442-5200 on the maturity date to learn the dividend rate and APY that will apply to the renewed Certificate.

Transaction Limits

Funds may not be added to, and principal may not be withdrawn from, a Certificate Account after it is opened, except at maturity or during the grace period following maturity. Special Certificate Accounts with separate account agreements may allow for additional deposits or withdrawals. Only one withdrawal, deposit, and/or change in term is allowed at maturity or during the grace period. You may withdraw credited dividends at any time, but any other withdrawals prior to maturity will be subject to penalty. Other conditions may exist, such as deposit requirements for new money only, and will be disclosed separately.

Early Withdrawal Penalties

If you withdraw principal from a Certificate Account prior to maturity, an early withdrawal penalty will apply if you withdraw funds within six days of opening a certificate, a penalty of seven days' dividends will be assessed even if the penalty involves principal (except for IRA certificates, where the penalty will not involve principal). All other early withdrawal penalties on certificates with terms up to 47 months will equal the lesser of dividends earned on the Certificate or 90 days' dividends. Early withdrawal penalties on certificates opened after June 1, 2005 with terms of 48 months or longer will equal the lesser of dividends earned on the certificate or 180 days' dividends.

Effective August 1, 2006, there will no longer be a floor dividend rate on this account.

IRA Special Share Account Certificate —

Series I — 1 Year

(New accounts and deposits to existing accounts not accepted at this time.)

Guaranteed Income IRA

(No new accounts accepted at this time.)

The terms of this IRA account are identical to the terms of the Treasury Plus Account except as noted in the General Information About IRAs and (a) the floor dividend rate is 6.0%, and (b) authorized payments out of the account are not available.

Effective August 1, 2006, there will no longer be a floor dividend rate on this account.

IRA Special Share Account Certificate —

Series K — 2.5 Year

(New accounts and deposits to existing accounts not accepted at this time.)

Health Savings Account (HSA)

The dividend rate and APY will equal the lowest rate and yield the credit union is offered on Titled Savings Accounts when the IRA Certificate is opened plus 2.0% (200 basis points). Dividend rates and APY's are set at the end of each quarter and can change quarterly or more frequently at the Board's discretion. Otherwise, the terms of this IRA are identical to the terms of the Series I - 1 Year IRA.

General Checking Account Terms

The following terms apply to all Credit Union Checking Accounts. These terms are in addition to the terms in the GENERAL AGREEMENT OF MEMBERS and YOUR CREDIT UNION'S SHARE ACCOUNTS sections of this handbook. You must apply for and be approved for a checking account. Our review may include checking your credit and/or account histories with consumer reporting agencies such as credit bureaus or CreditSystems.

Payments on Checks

We will make payments on current checks drawn on available funds in your Checking Account when signed by any person authorized on your membership authorization card. We will only honor completed, signed and endorsed checks on blanks printed by us and given to you for your use or in form approved by us. Check writers must be made to write and the address printed on your checks should be the same address as we have for you on our records. We are not liable for errors caused by checks not approved by us. Specified checks should

be destroyed, or, if retained, disguised. The carbon copy in the checkbook should be marked "void."

Governing Law

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

State Dated Items

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

Overdrafts

You may authorize overdrafts by completing an Overdraft Protection Authorization on your membership authorization card. Unless you tell us otherwise, we will cover overdrafts from the following sources: (a) your Tiered Savings Account, (b) your Money Market Account, (c) your Open-End Signature Loan Account (if you have one) or (d) a cash advance on your Palacio Credit Card account (if you have one). If there isn't enough money in your Checking Account to cover the checks you write or to cover transactions by you or authorized users of your electronic transfer devices (see the ELECTRONIC FUNDS TRANSFER section of this Handbook), we will consider these checks or electronic transfers to be requests for overdraft fund transfer or bank advances. If you authorize more than one overdraft protection source, the Credit Union will have discretion as to which source(s) to access for overdraft protection.

1. Overdraft transfers from your Tiered Savings Account or Money Market Accounts will be \$50 multiples (or the available balance, whichever is less), up to the available funds in the account. Overdraft transfers from Tiered Savings and Money Market Accounts are limited to six per month.

2. If you have an open-end Signature Loan Account or Credit Card in good standing and with available credit, and you have designated for it overdraft access, you can request overdraft protection by writing checks when you don't have available funds in your Checking Account to cover them. Overdraft protection advances will be posted from your line of credit in multiples of \$1.00 (or the available credit, whichever is less) to cover your overdrafts in the amount needed. Overdraft advances are governed by the terms of the applicable loan agreement.

3. If you don't have an open-end Loan Account or Credit Card or have exceeded your credit limit, and there is not enough money in the Tiered Savings or Money Market Accounts to designate as overdraft protection sources, we may deposit uncalled funds until the hold period expires. Please postpone writing checks or attempting withdrawals against these funds, unless you intend to rely on your overdraft protection.

Lost or Stolen Checks

If your checks are lost or stolen, please tell us immediately. Call us at (415) 442-6200. We recommend that you close your checking account and re-open with a new number. Even if you stop payment on a sequence of lost or stolen checks, people who obtain your checks can obtain new checks with your account and routing number on them. If you elect to keep your account open under the same number after your checks are lost or stolen, the Credit Union will not be responsible for unauthorized checks paid on your account unless they fall within a sequence of check numbers on which you have stopped payment.

Immediate Check Payment

Due to new check processing laws that took effect in October 2004, checks you write may clear within a matter of minutes or hours. You should be sure that you have available funds before writing checks. Do not assume that you can write a check and later make a deposit to cover it.

Prohibition on Pledging Funds

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

Closing Checking Accounts

Unless you have a formal overdraft protection arrangement with us, we can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account, such as check "kiting." We can close your Checking Account at our option if there has been no activity on it for 90 days.

9. You agree that we can post overdrafts to your accounts in any way we select consistent with the law.

Stopping Payment on Checks

You can stop payment on any check drawn on your account before the check has been cleared or paid by notifying us orally or in writing. If your initial stop payment request is oral, you must follow it up with written confirmation within fourteen (14) calendar days, or the stop payment request will lapse. Stop payment requests will be processed promptly, but the Credit Union will not be responsible for a check that we pay within the first 24 hours after your stop payment request. Written stop payment requests are valid for only 6 months but may be renewed for additional 6-month periods by giving written notice to the Credit Union within the period during which the stop payment request is effective and paying any required fees.

1. For us to effectively stop payment, we need to know who wrote the check (called the "drawer"), the person or entity to whom the check was payable (called the "payee"), the account number, the date the check number, and the exact amount of the check. Our computer will search for the check exclusively by the check number and dollar amount. It can read nothing else on the check. If the check number is wrong or if the dollar amount varies by even one penny, we will not find the check and the stop payment will not be made.

2. If we fail to carry out a timely stop pay, we will not be obligated to reimburse you if the check paid your valid obligation. If we do reimburse you, the claim for funds against the payee of the check will be assigned to us and we agree to cooperate in collecting the amount wrongfully paid if the payee of the stopped check. Our liability to you is limited to the amount of the improperly paid check.

3. Please see the Fee Schedule for fees applicable to stop pay requests.

Post Dated Checks

Postdated checks may be cashed if paid by the date on the payee before the date on the check. We will not be liable for the consequences of such early payment, unless we have given you separate notice that the item is post-dated and identified the date to us by sufficient notice that the item is post-dated and identified the date to us by providing the same information that we require for stop payment requests. Our responsibility for failing to carry out your instructions regarding a post-dated check is the same as if we paid a check over your stop payment order.

Availability of Funds for Check Writing

Non-cash deposits are made available only after the times specified in the "Funds Availability Policy" section of this Handbook. We consider these deposits uncalled funds until the hold period expires. Please postpone writing checks or attempting withdrawals against these funds, unless you intend to rely on your overdraft protection.

Lost or Stolen Checks

If your checks are lost or stolen, please tell us immediately. Call us at (415) 442-6200. We recommend that you close your checking account and re-open with a new number. Even if you stop payment on a sequence of lost or stolen checks, routing number on them. If you elect to keep your account open under the same number after your checks are lost or stolen, the Credit Union will not be responsible for unauthorized checks paid on your account unless they fall within a sequence of check numbers on which you have stopped payment.

Immediate Check Payment

Due to new check processing laws that took effect in October 2004, checks you write may clear within a matter of minutes or hours. You should be sure that you have available funds before writing checks. Do not assume that you can write a check and later make a deposit to cover it.

Prohibition on Pledging Funds

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

Closing Checking Accounts

Unless you have a formal overdraft protection arrangement with us, we can close your Checking Account without prior notice for repeated overdrafts or for your misuse of the account, such as check "kiting." We can close your Checking Account at our option if there has been no activity on it for 90 days.

We can close your Checking Account immediately if you fail to meet your obligations to us, you file for bankruptcy and we suffer a loss, or you fail to observe your obligations under any agreement you have with us. We have no obligation to offer you a Checking Account if, in our opinion, you have not managed your Checking Account(s) in a responsible way.

Preauthorized Drafts

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

ACH Conversion of Other Checks

Persons to whom you write checks may convert them to electronic fund transfers. This may occur when you write a check to a merchant (called a POS or point-of-purchase entry) or when you and a creditor to pay a bill (called an ANC or accounts receivable entry). Credit unions with convert your checks to ANC entries must permit you to opt out of such conversions.

SPECIAL SERVICES

Cashier's Checks and Teller's Checks

If you obtain a check drawn on the Credit Union payable to someone other than yourself, the credit union is, under normal circumstances, guaranteeing the payment of the check and should be handled like cash. For that reason we will accept a check drawn on a 1st-dit Union Cashier's Check or Teller's Check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen or destroyed before you delivered it to the payee, you must sign the declaration. If the check was lost, stolen or destroyed after the payee has cashed it, if the check was cashed, or if we receive the stop pay after the check has cleared, we will not be responsible for the loss.

We will not issue a replacement check after 90 days have passed, we may require that you purchase a lost instrument check or re-credit your account, then we are discharged from further liability. If a holder in due course presents the original check after that time, you must make your request for a replacement check to the holder or the financial institution. Before 90 days have passed, we may require that you purchase a lost instrument check at your expense. If after 90 days have passed and we issue replacement checks to re-credit your account, then we are discharged from further liability. We will not issue a replacement check or credit your account if the issue date of a Cashier's Check or Teller's Check. If we issue a replacement check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen or destroyed before you delivered it to the payee, you must sign the declaration. If the check was lost, stolen or destroyed after the payee has cashed it, if the check was cashed, or if we receive the stop pay after the check has cleared, we will not be responsible for the loss.

We will not issue a replacement check or credit your account until 90 days after the issue date of a Cashier's Check or Teller's Check. If we issue a replacement check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen or destroyed before 90 days have passed, we may require that you purchase a lost instrument check or re-credit your account, then we are discharged from further liability. We will not issue a replacement check or credit your account if the issue date of a Cashier's Check or Teller's Check. If we issue a replacement check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen or destroyed before you delivered it to the payee, you must sign the declaration. If the check was lost, stolen or destroyed after the payee has cashed it, if the check was cashed, or if we receive the stop pay after the check has cleared, we will not be responsible for the loss.

Check Hold Policy

Our policy is to delay the availability of funds that you deposit in your account. During the day you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Determining the Availability of Deposits

The length of the day is counted in business days from the day of your deposit. Every day is a business day, except Saturday, Sundays and federal holidays. If you make a deposit before 3:00 p.m. on a day that we are open, we will consider you made the deposit before the day of your deposit. However, if you make a deposit after 3:00 p.m. on a day that we are not open, we will consider the deposit to have been made on the next business day that we are open. If you make a deposit before 12:00 noon at an ATM on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit to an ATM after 12:00 noon or on a day that we are not open, we will consider the deposit to have been made on the next business day that we are open. The length of the day in which funds are available varies depending on the type of deposit and is explained below.

Same-Day Availability

1. Funds from the following deposits are available on the same day we receive them:

- Electronic direct deposits
- U.S. Treasury checks payable to you

2. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

3. We have a right to rely on any account or routing numbers furnished by you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

4. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

5. You waive protest and notice of dishonor for nonpayment of deposited returned items.

numbers for institutions to which you wish to make wire transfers. We provide an accommodation only and accuracy is not guaranteed. You are responsible for the accuracy of names and routing, transit and account numbers on wire transfers you send.

4. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfers.

5. We will not be liable for indirect, consequential or punitive damages in the event that loss is sustained because we have failed to carry out instructions in a reasonable manner. Our liability is limited to the amount of the wire transfer.

6. Wire transfers will be reflected on your monthly statement. You agree to examine your statement promptly and notify us of any wire transfers errors within 10 days after the mailing date of the statement. If you do not notify us within 30 days of the mailing date of the statement, we will not be liable for any claims, demands or expenses related to the error.

7. You agree that if we receive an erroneous wire transfer to your account, the sending party can reverse the transaction and the amount of the wire transfer will be deducted from your account. We will notify you if this happens. If a wire transfer you receive is reversed, you agree to immediately restore any resulting overdraft to your accounts upon demand. If you do not do so, you agree that we can recover any overdraft amount from any Credit Union share account in which you have an interest. We will further agree that our rights under Collection Costs above apply if we cannot recover what you owe by exercising our Right of Offset.

8. Unless we tell you otherwise, the cutoff time for wire transfers is 12:30 p.m. for transfers within the U.S. and 10:30 a.m. for international (non U.S.) wire transfers. Payment orders, cancellations, or amendments received after the cutoff time will be processed during the next business day we are open.

9. Once a wire transfer has been sent, it generally cannot be canceled.

10. Your wire transfer requests may be delayed if you give us incomplete information.

11. We can refuse to carry out a wire transfer request or change order if we have reason to believe that doing so will cause us a loss.

12. In sending wire transfers for you, we will follow security procedures. If you make your request in person, we may require photo identification. If you make your request by telephone, we may call you back at your telephone number in our records to confirm the request, and we may ask you to confirm that expected funds are posted to the appropriate account.

13. If specific account type is not indicated, deposited funds are posted to your Checking Account if you have one, or your Teller Savings Account if you do not have one. Checking Account is a business day, except Saturday, Sundays and federal holidays. If you have a Checking Account and it is not open, we will consider you have a Checking Account. It is your responsibility as a member to verify that expected funds are posted to the appropriate account.

14. Our policy is to delay the availability of funds that you deposit in your account. During the day you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Wire Transfers

Wire transfer terms are different from other account owners of the Credit Union are subject to the following terms:

This section of the Handbook constitutes notice to all account owners of the Credit Union regarding wire transfers sent and received by the Credit Union.

We will also receive wire transfers for you. Wire transfers sent to the Credit Union are subject to the terms of Federal Reserve Regulation 1 and Article 4A of the Uniform Commercial Code.

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

2. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

3. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

4. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

5. You waive protest and notice of dishonor for nonpayment of deposited

6. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

7. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

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16. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

17. You waive protest and notice of dishonor for nonpayment of deposited

18. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

19. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

20. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

21. You waive protest and notice of dishonor for nonpayment of deposited

22. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

23. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

24. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

25. You waive protest and notice of dishonor for nonpayment of deposited

26. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

27. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

28. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

29. You waive protest and notice of dishonor for nonpayment of deposited

30. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

31. We have a right to rely on any account or routing numbers furnished by

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32. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

33. You waive protest and notice of dishonor for nonpayment of deposited

34. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

35. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

36. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

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42. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

43. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

44. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

45. You waive protest and notice of dishonor for nonpayment of deposited

46. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

47. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

48. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

49. You waive protest and notice of dishonor for nonpayment of deposited

50. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

51. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

52. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

53. You waive protest and notice of dishonor for nonpayment of deposited

54. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

55. We have a right to rely on any account or routing numbers furnished by

you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

56. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

57. You waive protest and notice of dishonor for nonpayment of deposited

58. We will not be liable for damages to you or a third party, if we carry out the written instructions in a reasonable manner.

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you as sender or any numbers transmuted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in denominating transit and routing

60. You agree that we may offset any negative balance that results from your over drafting transactions or items you deposit that are returned unpaid with the any other Credit Union shares in which you have an interest, unless prohibited by law or share agreement. If we cannot recover the negative balance in this manner, our right to recover Collection Costs applies.

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c) Wire transfers will be available on the day we receive them

d) Checks drawn on Pacific Credit Union

e) State and local government checks payable to you
2. If you make the deposit in person to one of our employees, funds from the following deposits are also available the same day we receive them.

a) Cash

b) Cashier's, teller's and certified checks that are payable to you

c) Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S.

Federal Reserve Bank orders that are payable to you

3. If you do not make the deposit in person to one of our employees, (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

4. You redeposit a check that has been returned unpaid.

5. There is an emergency, such as failure of communications equipment.

Special Rules for New Accounts

If you are a new Member, the following special rules will apply during the first 30 days your account is open. The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after we receive the transfer funds from a deposit of cash and the first \$5,000 of a day's total deposits of cash, cashier's, teller's, travelers and state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day, after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit. If we choose to accept a check as your agent for collection rather than to deposit it, these deposit limits do not apply. The money will be posted to your account when we receive it.

Location of Check Endorsements

Federal law requires all check endorsements to be in the first 1 1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution. You will be responsible for any costs or delays if the union incurs because checks deposited to your account do not comply with the endorsement rules.

Check 21 and Substitute Checks

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

If you request a substitute check copy, you may receive a substitute check instead of a copy of the original check. For more information call 415-442-6200 or toll-free at 800-356-5228 (outside CA).

Non-Local Checks

The first \$100 from a deposit of non-local checks will be available on the first business day after the day of deposit to pay checks you have written to others. All of the remaining funds will be available on the second business day after the first business day of your deposit to pay checks you have written to others. The first \$100 will also be available for withdrawal in cash on the first business day after the day of your deposit. An additional \$400 of the deposit may be withdrawn on the third business day after the day of your deposit.

For example, if you deposit a local check for \$700 on a Monday, \$100 of the deposit is available on Tuesday to pay checks to others and to withdraw cash. The rest is available to pay checks on Wednesday. At or after 5:00 p.m. on Wednesday you may withdraw another \$400 of the deposit in cash, and you may withdraw the rest in cash on Thursday.

Local Checks

The first \$100 from a deposit of local checks will be available on the first business day after the day of deposit to pay checks you have written to others. All of the remaining funds will be available on the fifth business day after the day of your deposit to pay checks you have written to others. The first \$100 will also be available for withdrawal in cash on the first business day after the day of your deposit. An additional \$400 of the deposit may be withdrawn on the fifth business day after the day of your deposit.

For example, if you deposit a non-local check for \$700 on Monday, \$100 of the deposit is available on Tuesday to pay checks to others and to withdraw cash. The rest is available to pay checks on Wednesday. At or after 5:00 p.m. on Wednesday you may withdraw another \$400 of the deposit in cash, and you may withdraw the rest in cash on Thursday.

Terms Applicable to All EFTs

Eligibility

To qualify for EFTs, you must be a credit union Member in good standing, and your checking account history with the credit union and other institutions must be satisfactory. To qualify for a Pacific Check Card, you must have a credit union checking account.

Security of Your Accounts:

Keep Your PIN Secret and Your Cards Safe

You can't use an ATM Card or Pacific Check Card at an ATM or point-of-sale terminal, without leaving your PIN inside the ATM or terminal after inserting your Card into the machine. Your randomly selected PIN will be given to you when you request an ATM Card or Pacific Check Card.

You can't use CALL-24 Touch-Tone Home Banking or PC-24 Home Banking without your PIN. We will issue a random PIN to you when you sign up for CALL-24 Touch-Tone Home Banking or PC-24 Home Banking. You can customize your PIN by following the instructions on the CALL-24 Touch-Tone Home Banking system or PC-24 Home Banking.

To keep your PINs secret, please follow these simple rules. Memorize them, just as you learn a frequently-called telephone number. Do not keep a written record of your PIN. You must write your PINs down, do so in a way that only you can recognize as PINs, and do not write them on your ATM Card or Pacific Check Card or near the telephone or computer in your home or office. Don't let anyone use your ATM Card or Pacific Check Card or watch you key in your PIN. If you suspect that any unauthorized person has obtained your PIN, contact the Credit Union immediately and request that your old PIN be canceled and a new PIN be issued. Remember that a PIN is not required to use Pacifica Check Card or signature transactions. Treat your Pacifica Check Card as carefully as you treat cash.

Consent to Terms

You consent to the terms of this agreement by requesting, keeping, signing, using, or allowing others to use, any EFT's access device (such as an ATM Card, Pacifica Check Card, CALL-24 Touch-Tone Home Banking or PC-24 Home Banking). You continue to be bound for all transactions resulting from the use of EFT devices until you give us written notice to deactivate the device and, if it is a physical device such as a plastic card, return it to us.

FEES

Any fees that apply to the use of EFTs are shown on the Fee Schedule. In addition, certain possible fees are described below in general terms.

Responsibility for Transactions

1. If you authorize us to issue a duplicate ATM Card or PIN to another person, you are authorizing that person to withdraw funds and perform other transactions on your accounts or, if you give your Card or PIN to another person, that person is also authorizing that person to withdraw funds and perform other transactions on your accounts. The substitute check includes the front and back of the original check and the legend, "This is a legal copy of your check. You can use it the same way you would use the original check."

2. Any person who applied for the ATM Card, Pacifica Check Card, or PIN, or signs an ATM Card or Pacifica Check Card, or uses an EFT device for transactions, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.

3. You are also obligated to repay any charges resulting from the use of any EFT device by another person with your express or implied permission, whether or not the person stays within the limits of use you set for them. We are not subject to agreements between you and other people limiting their use of your EFT devices.

4. Any persons who use an EFT device are also obligated to repay the Credit Union for all charges incurred because of their use of the access device.

5. You understand and agree that if you or anyone you authorize to use an EFT device gives conflicting instructions on an electronic keypad (such as a computer or ATM keypad) and a deposit slip or other written instruction, the Credit Union will follow the instructions given on the electronic keypad.

6. You agree that if you or anyone acting with you uses an EFT device with terms governing the credit union Accounts you access electronically.

7. All EFTs are subject to Credit Union verification.

Documentation of Transactions

Each time you use an ATM Card or Check Card at an ATM, you will receive an acknowledgement receipt indicating the transaction. You will also get a receipt when you use your Card at a Point of Sale terminal or, if you have a Check Card, if you use it for a signature transaction. Keep these receipts to update your records and verify your monthly statements on which these transactions will also appear. CALL-24 Touch-Tone Home Banking and PC-24 Home Banking transactions are reflected only on your monthly statement. If you have PC-24 Home Banking, you will be able to review your account status at any time.

Excess Withdrawals

Withdrawals or transfers must be backed with actual available funds in your credit union Checking or "Tiered Savings Accounts. If you have been approved for overdraft protection on your Checking Account, we will transfer funds from your designated overdraft protection account source or make a loan advance sufficient to cover any negative account balance or credit limit, depending on the overdraft protection source(s) you have. Overdraft protection is only available on Checking Accounts. Remember that Savings Accounts designated as overdraft protection sources are subject to a limit of six overdraft transfers per month. If you have more than one authorized overdraft protection source, we will have discretion as to the order in which sources will be accessed to cover overdrafts. Unless you have authorized overdraft protection, it will be the Credit Union's discretion whether to cover an EFT that would result in an overdraft on a Checking Account. It is your responsibility not to overdraw cash against deposits that have not yet cleared in the transaction history and to follow cash withdrawal procedures. In rare cases, system interruption may result in your being able to withdraw funds from a checking or other account that does not have sufficient funds to cover the transaction and on which you do not have overdraft authority. If this happens, you are responsible for restoring any amount by which your account is overdrawn. See Overdraws in the Checking Account Terms section of this Handbook for more information.

Unauthorized Transactions — All EFTs

Your Liability for Unauthorized Use

Tell us AT ONCE if you believe that your ATM Card, Pacifica Check Card or PIN has been lost or stolen or otherwise made available to an unauthorized person, or that someone has transferred or may transfer money from your account without your permission. Call us at 415-442-6200 or tell a credit union staff member. You can also write us at Pacifica Credit Union, Attn: EFT Department, 156 Second Street, San Francisco, CA 94105, but telephoning or visiting us in person is the best way to keep losses down. In addition, if your Pacifica Credit Card is lost or stolen, you must call (415) 442-6200 to block its access to ATMs. You could lose all the money in your account, plus your maximum overdraft line of credit if you fail to promptly report unauthorized use of your ATM Card or PIN. If you do not tell us within two (2) business days of your unauthorized use of your Check Card, or PIN, we will not be liable for any losses you incur.

However, if you (1) do NOT tell us within two (2) business days after you learn of the loss of the theft of your Card and/or the loss, theft, or other unauthorized dissemination of your PIN, and we can prove we could have stopped someone from using your Card and/or PIN and/or password without your permission, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. We can prove that we could have stopped someone from taking the money if you had told us in time. That means you could lose all the money in your account plus your maximum overdraft line of credit.

requests without complete information. We will withdraw the designated funds for bill payment by 9:00 a.m. on the date you select for payment. We will process the payment within one business day of the date you select for payment. You must allow sufficient time for us to process your payment, after we receive the transfer from us. Please allow as much time as you would be sending your payment by mail. We cannot guarantee that any payment will be credited to your account by the vendor. You must take up any dispute with the vendor, unless we failed to follow your instructions in a reasonable manner. There is no monthly fee for bill payer that provides up to 20 bill payment transfers per month. Additional transfers in a month are subject to additional fees (see the Fee Schedule).

PLASTIC CARD/EFT ACCESS

Available ATM Services

At select ATMs, you can use your PIN and a Padelco ATM Card, Padelco Check Card, or Padelco VISA and MasterCard. Credit Cards to (a) make, deposit to, or withdraw cash up to the lesser of your available balance or the daily limit, which may be up to \$500 per day from your "Tired Savings" or Checking accounts, (c) transfer funds, (d) obtain cash advances from designated open-end lines of credit you have (if so disclosed in the applicable loan agreement), and (e) make balance inquiries. ATM service is generally available 24 hours a day, seven days a week, but systems may need to be shut down for maintenance from time to time. Cash advances from credit cards are subject to cash advance fee (see the Fee Schedule). Your daily limit may be less than \$500 based on the type of card issued to you and will be disclosed to you in writing at the time your card is issued.

Fees for ATM and Check Card Services

Transactions made at ATMs that we do not own or operate (call "Other ATMs") are subject to a fee (see the Fee Schedule). The first four (4) transactions made per month at a foreign ATM are free if you have at least one direct deposit of \$100 or more per month to your account. If you use a Check Card or ATM that we do not own or operate, the ATM owner or ATM network may also charge a surcharge fee. The surcharge fee must be disclosed to you on the ATM screen and on the machine before you complete your transaction. You will have an opportunity to cancel the transaction before the surcharge fee is charged. Padelco charges a fee for each point-of-sale transaction. The merchant may also assess a fee, which must be disclosed to you before you complete the transaction.

You will be charged an ATM Deposit Adjustment fee when you do not indicate the exact deposit amount on deposits made through the ATM (see the Fee Schedule).

Available POS Services

You can use ATM Cards or Padelco Check Cards with your PIN at merchant POS terminals on the EXP100, EXP200, EXP300, EXP400, and EXP500 networks for purchases and obtain cash back. Your total cashed purchases and cash from POS terminals cannot exceed \$2,500 per day, and may be less based on your card's daily limit. POS transactions will be deducted from your Checking Account only.

Available Transactions at Financial Institutions

You can present your ATM Card or Padelco Check Card and PIN at Padelco offices and at CFS Service Centers to make the transactions listed in the CFS union Service Centers section above. You can also present your Padelco Check Card at financial institutions that offer VISA cash advances to obtain a cash withdrawal from your Checking Account by signing a cash advance draft.

Available Check Card Merchant Transactions

You can use your Padelco Check Card to access your Checking Account to purchase goods and services and obtain cash from participating merchants on signature transactions, up to the lesser of the available balance or the amount of your Checking Account.

Other Bill Payer Terms

With Bill Payer, you request bill payment transfers to creditors that we have designated in the User Instructions and creditors that you authorize and for whom we have the payer vendor code. We cannot process bill payment

your account by more than the amount of the provisional credit. You will be charged an overlimit fee. You agree to immediately restore to the credit union the amount of any overlimit on your accounts.

CALL-24 Touch-Tone Home Banking

CALL-24 lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. We will give you instructions on how to change your password and conduct transactions on your account by phone.

Available CALL-24 Services

By keeping in your PIN and the proper command on a touch-tone phone, you will be able to complete routine transactions such as account transfers, loan payment transfers, withdrawals or loans advances (in the form of a check payable to you and mailed to you at your address in our records), and balance inquiries. The CALL-24 menu will tell you all available seven days a week, twenty-four hours a day. The only time you will not be able to access your account is during computer system maintenance.

Limitations on CALL-24 Touch-Tone Home Banking Use

All transactions are limited to available funds in your Accounts plus any accrued protection you may have available on checking Accounts. CALL-24 Touch-Tone Home Banking is available all day, seven days a week, twenty-four hours a day, for non-transaction accounts and non-transac-tion accounts are limited by federal regulation to six per month. See the Deposits and Withdrawals section of this Handbook for information on which accounts are non-transaction.

CALL-24 Cross Account Transfers are available only if you have completed a CALL-24 Cross Account Access Application and agree to the terms and conditions of the agreement included in the Application. All accounts accessed by Cross Account Access must have the same owners. All owners of affected accounts must sign the Application to authorize Cross Account Access.

PC-24 Home Banking (Including Bill Payer)

Available Services

If you have a personal computer with a modem and we approve your application for computer access to your accounts using PC-24, you can use PC-24 Home Banking with your CALL-24 secret PIN to (a) obtain account information related to any of your Padelco share or loan accounts, including current balances, checking account history, share dividends and rates, loan interest and balances, and payroll and automatic deductions; (b) transfer funds between accounts if you have authorized the transfers in writing; (c) withdraw funds from savings or checking accounts or obtain your advances in the form of a check payable to you and mailed to you at your address in our records; (d) transfer money to make Padelco loan payments (except on mortgage loans); (e) make bill payments to participating merchants; (f) make bill payments to participating merchants. PC-24 Home Banking is generally available 24 hours a day, seven days a week, although the system may from time to time be down for maintenance.

Limitations on PC-24 Home Banking

All transactions are limited to available funds in your accounts plus any overlimit protection you may have available on checking accounts. PC-24 Home Banking transfers and Bill Payer payments out of your non-transaction accounts are limited to six per month. See Deposits and Withdrawals above for more information.

Other Bill Payer Terms

With Bill Payer, you request bill payment transfers to creditors that we have designated in the User Instructions and creditors that you authorize and for whom we have the payer vendor code. We cannot process bill payment

or amended Handbook to you at your last known address on our records for the account. When we change the terms of EFTs, we will give you at least 21 days' written notice. You agree that we may immediately terminate your EFT services without prior notice if any of the following occur: (a) you (or any authorized user of your ATM Card, Check Card or PIN) breach this on any other agreement between us (including loan agreements) (b) we have reason to believe that there has been or may be an unauthorized use of your ATM Card, Check Card or PIN; (c) there are conflicting claims to the funds; (d) you or any authorized signers on your account requests us to do so (e) it is reasonably necessary to protect the security of the Credit Union or your accounts; (f) you deposit non-negotiable items at ATMs; or (g) you withdraw funds at a time when funds are not available in your Credit Union accounts accessed via EFT or PIN. (h) any other reason you may have.

2. Your ATM Card and Padelco Check Card are the property of the credit union and you agree to return them to us upon request.

3. We can cancel your ATM Card or Check Card or refuse to issue a new Card if the Card has had no activity in the last six months.

Delayed Availability of Deposits

Availability of funds deposited at ATMs may be delayed. Please refer to the "FUND'S AVAILABILITY POLICY" section above. You are responsible for not attempting to use EFT devices to withdraw funds before they become available. Reference to the FUNDS AVAILABILITY POLICY will help you comply with this rule.

Additional Terms

1. If an ATM is unable to complete a transaction because of the failure to key in the proper PIN, for your protection the ATM Card or Padelco Check Card may be retained by the ATM.

2. Business days are Monday through Friday. The credit union may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this disclosure.

3. If you use EFT services results in your becoming indebted to the Credit Union, and you do not pay what you owe us, you agree that Your Consent to Our Right of Offset and our right to recover Collection Costs, as explained above in this Handbook, will apply.

In Case of Errors or Questions About Your Electronic Transfers

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, call us at (415) 442-2300 or write to us at Padelco Credit Union, ATM: Card Services, 156 Second Street, San Francisco, CA 94105. Please tell us (a) your name, (b) your account number, (c) the date of the questioned transaction, (d) the amount of the questioned transaction, (e) the type of the questioned transaction and (f) why you believe there is an error. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. If we tell you orally what we require that you send us to complain about a question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for Padelco) for Padelco's transaction transaction (including foreign countries, or new accounts) to investigate your complaint or question if we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Padelco Check Card, and your account is not a new account, we will provisionally re-credit your account within five (5) business days. A "new account" is one open thirty days or less. If we ask you to put your complaint in writing and send us a copy within ten (10) business days, we may not re-credit your account. We will send you a written explanation of the results of our investigation. You may ask for copies of the documents we used in our investigation. If we decide to reverse a provisional credit, we will notify you, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdraws are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws

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

If unauthorized use is made of your Check Card, your liability is limited to that indicated in the separate special Check Card Terms section below.

Authorized Users

Please remember, any person who receives an additional ATM Card or Check Card at your request, or to whom you give your Card and/or PIN, or whom you permit (either by express or implied permission) to use your PIN or Card would be able to withdraw all the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with the ATM Card, Padelco Check Card or PIN. (h) any other reason you may have.

If we do not properly complete a transaction according to our agreement with your accounts or if you cancel your EFT device, you remain liable for any authorized use of your EFT device that occurs before you tell the credit union to cancel them.

Check Union Liability If we do not have available credit or funds on your account does not contain enough money or you don't have available credit, to make the transaction;

f. the ATM where you are making the transaction does not have enough cash; c. the equipment was not working properly and you knew about the breakdown when you started the transaction;

d. the money in your account is subject to legal process or other claim;

e. your ATM Card, Check Card or PIN has been reported lost, stolen or missing and we have blocked the account;

f. circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or

g. there were other lawful exceptions established by us and you are given proper advance notice of them.

2. In no event will the Credit Union be liable for consequential, indirect costs or damages or for punitive damages. Our liability is limited to the amount of the transaction.

3. The Credit Union will carry out instructions given to us electronically, whether through the ATM, CALL-24 Touch-Tone Home Banking, PC-24 Home Banking, or a Point of Sale terminal, or in writing such as through a preauthorized transfer instruction or Check Card signature transaction. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save the Credit Union harmless from all costs, claims, damage, or liability that we sustain as a result of carrying out in a reasonable manner instructions received from you or any authorized user through an ATM, POS terminal, or signature transaction, PC-24 Home Banking or any other EFT service that become available in the future.

4. The Credit Union may arrange for the availability of ATMs at various locations, however, ATMs are not subject to our control. You assume the risk of using them since the Credit Union does not in any way warrant the security of safety or any location. The Credit Union has the right to cancel or terminate any contract in writing within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Padelco Check Card, and your account is not a new account, we will provisionally re-credit your account within five (5) business days. A "new account" is one open thirty days or less. If we ask you to put your complaint in writing and send us a copy within ten (10) business days, we may not re-credit your account. We will send you a written explanation of the results of our investigation. You may ask for copies of the documents we used in our investigation. If we decide to reverse a provisional credit, we will notify you, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdraws are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws

Change in Terms — Cancellation

1. The Credit Union may change the terms of the EFT section of this Handbook, including the types of EFTs available, by mailing or delivering a written notice to the vendor of the EFTs. We will withdraw the designated funds for bill payment by 9:00 a.m. on the date you select for payment. We will process the payment within one business day of the date you select for payment. You must allow sufficient time for us to process your payment, after we receive the transfer from us. Please allow as much time as you would be sending your payment by mail. We cannot guarantee that any payment will be credited to your account by the vendor. You must take up any dispute with the vendor, unless we failed to follow your instructions in a reasonable manner. There is no monthly fee for bill payer that provides up to 20 bill payment transfers per month. Additional transfers in a month are subject to additional fees (see the Fee Schedule).

Visa itself receives, or the government mandates in effect for the applicable central processing date. In addition, Visa charges Pafco a 1% international Service Assessment for each foreign country or foreign currency transaction, and Pafco will pass this 1% charge on to you.

Merchant Credits

MERCHANTS and others who honor the Check Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your Checking Account for that amount.

Liability for Unauthorized Use of the Check Card

You agree to notify us at once of the loss, theft, or other actual or possible unauthorized use of your Check Card PIN. You will generally have no liability for unauthorized use of your Check Card. However, if you are grossly negligent in handing your Card or PIN, you are liable for up to \$50 in unauthorized use. In addition, if your statement shows one or more transactions that you did not make, and you do not report any unauthorized transactions to us within 60 days after we sent you the first statement on which they appeared, you will be responsible for any unauthorized use that occurred after the end of the 60-day period. As a member-owner of the Credit Union, you should know that it benefits all members if losses that the Credit Union absorbs on unauthorized Card use claims are kept to a minimum.

You agree to cooperate in our investigation of the circumstances surrounding the unauthorized use of your Card.

Right to Deny Check Card Transaction Requests

Check Card fraud presents a risk of loss to the credit union. To protect all Members of the credit union, we may from time to time block the purchase availability of the Check Card.

Limitations on Check Card EFT Transactions

In addition to the daily limits indicated above, individual merchants and ATMs may limit the amount of purchases or withdrawals you can make in a day. All transactions are limited to the available balance in the account accessed plus any overlimit protection that may be available on Checking Accounts. Your total Check Card transactions cannot exceed \$2,500 per day. Some types of Check Card transactions have lower daily limits outlined above.

Do not deposit coins into the ATM. Do not deposit any non-negotiable items into the ATM.

Plastic Credit Cards

Phase, see the OPEN END LOAN AGREEMENT AND Credit Card AGREEMENT AND DISCLOSURE in this Handbook for information on using your Pafco VISA and MasterCard Credit Cards at ATMs, to obtain cash advances on your Credit Cards a financial institutions, and for merchant account honor stop payment requests on Check Card transactions.

AUTOMATED CLEARINGHOUSE (ACH) SERVICES

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

We will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally re-credit your account for the amount of your dispute so that you will have use of the funds within 60 days of the date business days for new accounts. It may take up to 45 days (90 days for point-of-sale transactions including signature transactions, foreign transactions, or new accounts) to make the determination. If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination.

If VISA operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. Your rights to dispute merchant transactions through us are limited to those provided by VISA's operating rules.

Foreign Check Card Transactions

For Check Card withdrawals and purchases in a foreign currency or foreign country, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa International from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate

If you want to reverse an ACH debit, you must complete and sign a written statement under penalty of perjury (affidavit) within 15 days after we send or make available to you the periodic statement that reflects payment of that ACH debit. If we receive a properly completed and signed Written Statement under penalty of perjury from you within the 15-day period, we will credit your account with the amount of the charge.

Please contact us at (415) 442-6200, or write: Pafco Credit Union, P.O. Box 7786, San Francisco, CA 94120-9633.

Other ACH Transactions

A CIE or consumer cross-hander initiated entry occurs when you initiate an electronic transfer of funds to pay a company to whom you owe money, such as through use of Bill Pay. Bill Pay will tell you whether your bill is being paid electronically or by check.

A PBR or consumer cross-hander payment occurs when ACH entries (deposits) or debits (withdrawals) are initiated on your account involving foreign countries.

A Tel. entry is initiated when you give oral authorization over the phone to initiate an ACH withdrawal from your account. This is distinct from a preauthorized draft (described in the Checking Account section of this handbook), which authorizes a power to initiate a check (draft) payment on your account. A Tel. entry is permitted only if you have an existing relationship with the party or if you initiated the call to the party. A Tel. entry may authenticate a single payment or recurring payments.

WEB entries may authorize a single payment or recurring payments. OPEN END CONSUMER LOAN AND CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURES

Parts in boldface meet Truth in Lending Requirements. Parts in italics (other than certain section headings) apply only to Credit Cards. Terms that apply specifically to a type of Credit Card are so identified. Unless expressly stated otherwise, terms not printed in italics apply to both Credit Cards and open end Loan Accounts. Please read the whole Agreement. In this OPEN END LOAN CONSUMER AND CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURE section of this Handbook, "Loan Account" refers to an Open End Loan Account, "Credit Card" refers to a Credit Card Account, and "Credit Agreement" refers to the OPEN END CONSUMER LOAN AND CREDIT CARD AGREEMENT AND TRUTH IN LENDING DISCLOSURES.

If you apply for, or use a Loan Account or Credit Card with Pafco Circuit Credit Union, you agree that your Loan Account or Credit Card will be subject to the following terms. This Credit Agreement contains many of the terms that apply to consumer loans with consumer leases. If you request and are approved for a courtesy loan on a consumer loan, you will also receive separate documents that cover additional courtesy loan terms. Other loans secured by real estate are subject to separate written agreements.

Using Your Open End Loan Account and Credit Card

If you apply for, or use a Loan Account or Credit Card with Pafco Circuit Credit Union, you agree that your Loan Account or Credit Card will be subject to the following terms. This Credit Agreement contains many of the terms that apply to consumer loans with consumer leases. If you request and are approved for a courtesy loan on a consumer loan, you will also receive separate documents that cover additional courtesy loan terms. Other loans secured by real estate are subject to separate written agreements.

Right to Stop ACH Payments

If you have preauthorized ACH payments out of your account, you can stop any of these payments by calling the Credit Union at (415) 442-6200, or by writing to Pafco 7786, San Francisco, California 94120-7786, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We may also require you to complete Pafco's ACH Stop Payment form and deliver it to us within fourteen (14) days. If you fail to confirm your oral request, we may impose a fee for each stop payment order you give us as set forth in the Rate and Fee Schedule.

This stop payment is for one ACH payment/debit only. Because this is not a request to stop all future payments, Pafco and you can expect subsequent payments to be initiated. (To stop or cancel all future payments, you must contact the originator, or the third party whom you initially authorized.) A stop payment order will remain in effect for six months from the date of the stop payment order, and payment of the entry has been stopped, or 1) until the stop payment order is withdrawn, or 2) until payment of the entry has been stopped, or 3) until the member withdraws the stop payment order in writing, whichever occurs first.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual damages, not to exceed the amount of the payment.

Notice of Payments in Varying Amounts

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

Corrections and Payment Revocations

If an ACH transfer is made into your account in error (if, for example, your employer inadvertently makes a double direct deposit to your account results in an overdeposit), you agree to immediately restore the account to a positive balance after receiving our written demand. If you do not do so, you agree that Your Consent to Our Right of Offset and our right to recover Collection Costs, as explained in the GENERAL AGREEMENTS OF MEMBERS portion of this handbook, will apply.

Credit given by us to you with respect to an ACH credit entry is provisional

until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (the originator of the entry) shall not be deemed to have paid you the amount of such entry.

Unauthorized/Authorization Revoked Transactions

If the Credit Union approves your application for a Credit Card, the Credit Card will open either a VISA or MasterCard Credit Card Account for you and issue

Special Terms Applicable to the Check Card

Not a Credit Card

A Pafco Check Card bears the VISA logo, but it is not a Credit Card. A Pafco Check Card enables you or anyone you authorize to use the Pafco Check Card to order us to make payments from your credit union Checking Account without writing a check. Use of the Pafco Check Card authorizes us to charge your Checking Account for the full amount of the transaction plus any applicable service fee, as soon as the transaction posts to your account. There is no deferred payment as there is with a Credit Card.

Effect of Use on Available Checking Account Balance

Your Checking Account will usually be debited approximately three business days after the date you use the Check Card or a signature purchase or signature cash withdrawal. However, the amount of such transactions will be held from available funds from the date of the transaction and will not be available for any other use.

Acceptance Problems

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

Checking Account Terms Apply to Check Card

Use of the Check Card will be treated as though it were a check and will also be governed by the Checking Account terms in this Handbook (including any overdraft protection you have available), except that (a) we may change withdrawals to the Checking Account in any order we determine consistent with the law, and if funds are not sufficient to cover all withdrawals, we (b) we cannot honor stop payment requests on Check Card transactions.

Check Card Merchant Dispute Rights

Check Cards fall under Federal Reserve Regulation E, not Federal Reserve Regulation Z, because they are debit cards, not Credit Cards. Unlike Regulation Z, Regulation E does not give you any special rights if you have a dispute with a merchant regarding the goods or services you purchase with a debit card.

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

We will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally re-credit your account for the amount of your dispute so that you will have use of the funds within 60 days of the date business days for new accounts. It may take up to 45 days (90 days for point-of-sale transactions including signature transactions, foreign transactions, or new accounts) to make the determination. If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination.

If VISA operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. Your rights to dispute merchant transactions through us are limited to those provided by VISA's operating rules.

Foreign Check Card Transactions

For Check Card withdrawals and purchases in a foreign currency or foreign country, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa International from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate

future credit extended only by written notice to that effect, and if we have issued loan drafts, Credit Cards, or Credit Card Checks to you, must cancel them in full immediately. Our right to take Credit Union shares in which you have an interest to recover your delinquent loan obligations applies even if the credit we extend to you is otherwise designated "signature" or "unsecured".

Security Interests in Other Property

If you pledge stock as security for loans, and you fail to deliver the proceeds of any stock split, sale or exchange that we make, at our option, either (a) increase the interest rate on the Loan sub-account to the then-current interest rate or (b) require that you pay the loan balance in full immediately. We will, at our option, take a security interest in personal property, such as a vehicle, that you purchase with money that you borrow from us. We may also take a security interest in other property that you own. Our security interest will become effective immediately upon your acceptance of the related loan advance. The security interest gives us the right to take possession of the security property and sell it to pay off all or part of what you owe to us if you default in any of the terms of your loan or security agreement. Please refer to the Security Agreement section of this OPEN END LOAN AGREEMENT AND Credit Card Disclosure. The Security Agreement is part of your agreement with the Credit Union as to how you will use your personal property.

You expressly agree that if you default on one obligation to us, we can declare all of your obligations to us (including Credit Card obligations) to be in default and accelerate them. Loans secured by your primary residence are exempt from this provision. The acceleration of all loans by default of one loan obligee shall require all loans to become due and payable in full including all associated costs, interest, and attorney's fees.

Collection Costs

If you have a Courtesy Len, our rights to declare your obligation to us in full, and accelerate your obligation are subject to the requirements and limitations of the Federal Reserve Regulation Z.

Please see "Collection Costs" under GENERAL AGREEMENTS OF MINIMIZATION.

Other Terms Applicable to Credit Cards

Unauthorized Use of Lost or Stolen Cards

You will generally not be liable for the unauthorized use of any Credit Card issued to you after its loss or theft. You agree to notify us of loss or theft promptly if our telephone number (415) 442-6200 during business hours. You must use this number to block your lost or stolen card from ATM access. You can also call our 24-hour number (800) 543-5073 for TELCAR or for MasterCard. To repair or refund it on your written request if it is \$1.00 or more. We may refund any credit balance to you at any time at our option, but after six months, any credit balance over \$1.00 will be automatically refunded to you.

Merchant Problems

If a merchant who honors your Credit Card gives you credit for returns or adjustments, we will do so by sending us a credit slip, which we will post to your account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We may refund any credit balance to you at any time at our option, but after six months, any credit balance over \$1.00 will be automatically refunded to you.

We are not responsible for the failure or refusal of any merchant to our Credit Card.

PLATINUM REBATE MASTERCARD

Patco members who have a Platinum Rebate MasterCard may earn a cash rebate in US dollars when they use their MasterCard for Purchases. Rebate terms are subject to change at any time without notice.

(a) increase the interest rate on the Loan sub-account to the then-current signature loan interest rate or (b) require that you pay the loan balance in full immediately. Our right to take Credit Union shares in which you have an interest to recover your delinquent loan obligations applies even if the credit we extend to you is otherwise designated "signature" or "unsecured".

Security Interests in Other Property

If you pledge stock as security for loans, and you fail to deliver the proceeds of any stock split, sale or exchange that we make, at our option, either (a) increase the interest rate on the Loan sub-account to the then-current interest rate or (b) require that you pay the loan balance in full immediately. We will, at our option, take a security interest in personal property, such as a vehicle, that you purchase with money that you borrow from us. We may also take a security interest in other property that you own. Our security interest will become effective immediately upon your acceptance of the related loan advance. The security interest gives us the right to take possession of the security property and sell it to pay off all or part of what you owe to us if you default in any of the terms of your loan or security agreement. Please refer to the Security Agreement section of this OPEN END LOAN AGREEMENT AND Credit Card Disclosure. The Security Agreement is part of your agreement with the Credit Union as to how you will use your personal property.

Other Credit Card Charges

For other Credit Card charges and fees, please refer to the Fee Schedule. Signature Loan applications and Signature Consolidation Loan applications are subject to a \$25 application fee to applicants who have previously been denied in the previous six-month period.

Credit Insurance

Credit Life and Disability Insurance are available on both Loan Accounts and Credit Cards. Credit Insurance is optional and is not required to obtain a Loan Account or Credit Card. If you want Credit Insurance, you must request it at the time you apply for a Credit Card or request an advance on a Loan Account sub-account. Credit Insurance is subject to a separate agreement.

Payment Skips/Extensions

From time to time Patco may offer opportunities to voluntarily skip payments on open-end credit programs. Skip payment opportunities will be announced in the Patco newsletter, on periodic statements, in newsletters, or on the Patco Web site. A fee, the amount of which will be announced at the time of the offer, will be charged for each skip payment offer the borrower accepts. If the borrower does not pay the fee when accepting the skip payment offer, Patco will collect the fee if the primary borrower has a Patco share draft/checking account with available funds. The fee will be deducted from that account. (b) if the primary borrower does not have a Patco share draft/checking account with available funds, the fee will be deducted from the primary borrower's Patco share/savings account if funds are available. (c) If the primary borrower has neither a share draft/checking nor share/savings account with available funds, the fee will be added to the principal balance of the loan on which the payment is skipped. The fee is considered a finance charge and will be reflected in your Loan Account and Credit Card in any manner consistent with applicable law.

We reserve the right to apply payments on your Loan Account and Credit Card in any manner consistent with applicable law. Although we will credit payments we receive promptly consistent with regulatory requirements, we reserve the right to delay increasing your available credit or refunding a credit balance to you until final collection of non-cash items presented for payment on your Loan Account or Credit Card. The delay may be up to seven days, or longer in rare cases.

Monthly Statement

The Credit Union will send you monthly statements of your Loan Account and/or Credit Card unless the account is restricted, which will advise you of their status and provide any other information required by law.

Exceeding Your Credit Limit

If your outstanding balance exceeds your authorized credit limit at any time, you must, upon our written demand, make an immediate lump sum payment to reduce your balance to an amount within your credit limit. In addition, you must still make your minimum monthly payment.

Prepayment

The balance you owe, including accrued finance charges on the unpaid balance, may be repaid in full at any time without prepayment penalty.

Foreign VISA Credit Card Transactions

If you incur a Credit Card charge in a foreign currency or foreign country, VISA International or MasterCard International will convert the charge into the U.S. dollar equivalent.

SECURITY INTERESTS

Security Interest in Credit Union Share Accounts

In consideration for and as a condition of Patco Credit Union issuing a Credit Card to you or allowing you to use an ATM Card or Check Card for a transaction that will result in an overdraft protection of credit, or making a Loan Account with ATM Card access available to you, you agree that if you default, we can take any Patco shares in which you have an interest to recover all or part of what you owe us without advance notice to you. This consent is in addition to our right to impose a loan on shares under California Financial Code Section 14956. If we exercise our rights under this consent, you agree that we have not waived any other rights we have to collect what you owe us. This consent by you is not a pledge by you of any account and will not affect your right to withdraw funds prior to your final payment on your Loan Account or Credit Card. The delay may be up to seven days, or longer in rare cases.

Platinum Rebate MasterCard

The credit union will send you monthly statements of your Loan Account and/or Credit Card unless the account is restricted, which will advise you of their status and provide any other information required by law.

Exceeding Your Credit Limit

If your outstanding balance exceeds your authorized credit limit at any time, you must, upon our written demand, make an immediate lump sum payment to reduce your balance to an amount within your credit limit. In addition, you must still make your minimum monthly payment.

Prepayment

The balance you owe, including accrued finance charges on the unpaid balance, may be repaid in full at any time without prepayment penalty.

Foreign VISA Credit Card Transactions

If you incur a Credit Card charge in a foreign currency or foreign country, VISA International or MasterCard International will convert the charge into the U.S. dollar equivalent.

obligation prior to a judicial or non-judicial foreclosure sale of the residence (as required by local law) will not be an election of remedies precluding us from proceeding under the trust deed or mortgage. You expressly waive any right to claim that we have elected remedies or are otherwise precluded from exercising our rights under the trust deed or mortgage. You acknowledge that we have made no representations regarding tax treatment of interest or any other sum paid on this loan under applicable federal or state law.

Courtney Loans are not available where prohibited by law.

Payday Line of Credit

Pacelco Credit Union will make available to qualified members, upon request, a signature line of credit of \$5,000 on the Pacelco Open End Loan Plan with a maximum credit limit of \$5,000. Once this sub-account is established, members may request advances on this sub-account by an authorized telephone request, by Call-24 Touchstone Home Banking, by PC-24 Home Banking, or in person at any Pacelco branch. This Line of Credit is not an automatic overdraft protection source; the member must specifically initiate each advance.

The ANNUAL PERCENTAGE RATE on the line of credit will be 17.9% (0.0495% Daily Periodic Rate) for Non Commitment Household Members and 17.8% (0.0488% Daily Periodic Rate) for Commitment Household Members. In addition, a service fee of \$10.00 will be charged for each loan advance. Interest begins to accrue when the loan advance posts. There is no grace period. To calculate the interest component of the Finance Charge grace period, Pacelco multiplies the outstanding principal balance on the sub-account for each day of the billing cycle by the Daily Periodic Rate. Each day's principal balance is computed by adding any new advances and subtracting any principal payments or other credits from the previous day's principal balance. Pacelco then adds together the interest that has accrued on each day of the billing cycle to determine the total interest for the billing cycle. Interest plus service fees are added together to determine the total finance charge. Because the service fee is also a Finance Charge, an ANNUAL PERCENTAGE RATE higher than 17.9% or 17.8% for this sub-account will appear on the periodic billing statement for any month in which a service fee is charged.

The required minimum monthly payment for this sub-account will be \$16.00. Paying more than the minimum payment is permitted, will not result in any prepayment penalty, and will generally reduce interest charges.

Individuals this sub-account members must submit an authenticated telephone request, a request through PC-24 Home Banking, or a written request by mail, fax, or in person at any Pacelco branch location. All requests to establish this sub-account are subject to Pacelco's approval. All applicable terms of this Credit Agreement will apply to this sub-account.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

The following summary of your rights under federal law does not cover all rights you may have under state and local law. If, under state or local law, you have a longer period of time in which to send an inquiry to the credit union concerning your statement, reliance on any such longer time period may result in your losing important rights, which could be preserved by acting more promptly under federal law. State or local provisions, if any, only become operative upon the expiration of the time period provided by Federal Reserve Regulation Z for submitting a proper written notification of an error.

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Loan Account or Credit Card Billing Statement.

If you think your statement or other documentation is wrong, or if you need more information about a transaction on your statement, write us at the billing address listed on your statement (Pacelco Credit Union, Credit Card Department or Loan Department, 156 Second Street, San Francisco, CA 94108-3724). Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at (415) 442-6200 during regular business hours, but doing so will not preserve your rights.

In your letter, give us the following information:

* Your name and account number.

* The dollar amount of the suspected error.

* A description of the error and an explanation of why you believe there is an error.

If you need more information, describe the item about which you are not sure.

Your Right to Stop Automatic Loan Account or Credit Card Payments

If you have authorized us to make your Loan Account and/or Credit Card payment automatically from your Tiersed Savings or Checking Account, you can stop the payment on any amount you think is wrong. To stop payment, your request must reach us three business days before the automatic payment is scheduled to occur. We can ask you to confirm an oral request in writing within 14 days, and if you do not do so, the oral request will terminate after 14 days.

Your Rights and Our Responsibilities After We Receive Your Written Notice of Error

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, and if you have not yet paid the disputed amount, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay a questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still tell anyone to whom we report you that the matter has been settled between us when it finally is, if we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. The two limitations on this right are:

1. You must have made the purchase in your home state or, if not with your home state, within 100 miles of your current mailing address; and
2. The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

Notice to California Residents Regarding Credit Cards

Under California law, our right to recover outstanding credit extended to you for purchases is subject to any defenses that you have against the seller if:

1. The purchase price of the item in question exceeded \$50.00.
2. The purchase was made in California;
3. You made a written demand on the retailer and made a good faith attempt to get satisfaction of your complaint;
4. You notify us, in writing, of the name of the seller, the date of purchase, the price paid, the goods or services purchased, the nature of your defense, and the facts that you took to obtain satisfaction from the seller.

The amount to which the defense applies is limited to the amount outstanding on the purchase as well as date charges and Finance Charges at the time the written demand is received by us.

This remedy is the only one you have against us. Your rights are limited to those

circumstances outlined in California Civil Code § 1747.92. Purchases with cash or check are not an action in this section, even though you use your Credit Card to validate your credit.

We cannot penalize you by either giving out unfavorable credit information about you or refusing to renew your Credit Card solely because you obtained relief under the remedies you have for correcting billing errors.

ATM Disclosure: Credit Card Access to Credit Card Accounts Only

See the Electronic Funds Transfer Agreement and Disclosure section of this handbook for information regarding use of Credit Cards to access your credit union share accounts at ATMs.

Available Services

Obtain up to \$500.00 per day on your Credit Card Account. The amount of cash you can obtain on your Credit Card Account at designated ATMs may be limited by the ATM machine you are using, and may be less based on your Card's daily limit. ATM service is generally available 7 days a week, 24 hours a day.

Documentation of Transactions

Cash advances using a Credit Card will be shown on a transaction receipt dispensed by the ATM (unless the machine advises you in advance that receipts are not available or you elect not to obtain a receipt) until on your periodic statement.

Credit Union Liability

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

1. Through no fault of ours, you don't have sufficient available credit to make the transaction;
2. The ATM system was not working properly and you knew about the breakdown when you started the transaction;
3. The money in your account is subject to legal process or other claim;
4. Your PIN (personal identification number) has been reported missing and we have blocked its use;
5. Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or
6. We establish other lawful exceptions and give you proper advance notice of them.

ATM Security

Do not use an ATM unless it appears safe to do so. Do not key in your PIN if someone is looking. Be sure you take your Credit Card and receipt when you leave. Put your money away quickly and leave the site.

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ATM Security

Do not use an ATM unless it appears safe to do so. Do not key in your PIN if someone is looking. Be sure you take your Credit Card and receipt when you leave. Put your money away quickly and leave the site.

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Copy Fees

Cashier's Check Copies	\$5.00
Copies of Tax Report Forms	\$2.00
1098/ 1099 INT/ 1099r/ 5498	
Statement Copies	\$1.00 per page
Other Document Copies	\$2.00
Other Document Copies (RUSH ORDERS)	\$3.00
Credit Card	
Other Document Copies	
Replacement Plastic Cards	\$5.00

PATELCO CREDIT UNION AND ITS AFFILIATE CREDIT UNION SERVICE ORGANIZATION PRIVACY OF MEMBER AND FORMER MEMBER INFORMATION

I. What this policy covers:

This policy covers "non-public personal information." This means personally identifiable information that Patelco Credit Union or its affiliated Credit Union Service Organization (CU SO) obtains about you in the course of providing services to you, our members and former members. It does not cover information that we or other entities obtain from public sources such as telephone directories or county real property records. It does not cover information that is not identified with any individual member or former member, such as a statement that a specified number of our members have a balance of our loans with us, or a statement that the average combined account balance of our members is a specified dollar amount. In this policy, the term "member" refers to both current and former members.

II. Our maintenance of the privacy and security of your information:

We restrict access to nonpublic personal information about you to persons who have a need to know the information to provide products and services for you or to meet our reasonable business needs. Credit Union staff, management, and volunteers are trained to keep member information strictly confidential. If we release information about you to third parties, they must sign agreements to keep your information confidential unless certain conditions are met. For example, they are permitted to disclose information about you if necessary to provide products and services to you, if ordered to do so by a court, if necessary to conduct their own business, or if you give them permission. We maintain physical, electronic, and procedural safeguards that comply with relevant regulation to guard your nonpublic personal information.

III. Where we collect information about you:

We collect information about you:

- From your applications for our services;
- From consumer reporting agencies such as credit bureaus and agencies that report checking account abuses;
- From third parties we ask to verify information you have provided on your applications for our services, such as employees, or other creditors;
- From third parties with whom we have arrangements to provide services to you, such as financial institutions whose ATMs you use, merchants who accept your Credit Union credit card, mortgage lenders, or vehicle dealers.

IV. Types of information we collect and may disclose about you to third parties.

We may disclose to third parties any information that we have about you, including but not limited to your name, your address, your social security number, your date of birth, your transaction history with us, your assets and your income.

V. Third parties to whom we may disclose information about you for purposes of conducting our business with you:

We may disclose information about you under the following general circumstances:

- To the extent necessary to provide services that you request;
- To the extent necessary to conduct our business;
- To our internal and external auditors, to our legal advisors, to our insurers, and to our regulatory agencies, such as the California Department of Financial Institutions or the National Credit Union Administration;
- If we are required to do so by law, such as when we receive a subpoena, or other legal process;
- If you give us written permission.

Specific examples of types of third parties to whom we disclose information include:

- Credit bureaus;

Travelers Checks (minimum fee \$2.00)

Travelers Checks	(minimum fee \$2.00)
One & Two - signature checks	\$1.00 per \$100 purchase
Travelers Checks by Mail Order	\$9.50
Foreign Travelers Checks by Mail Order	\$9.50
Foreign Currency by Mail Order	\$9.50
Gift Checks	\$2.50 each

Web Pay Fees

PC-24 Bill Payer (per month)	\$24 per month
• First 20 bill payments	Free
• After 20 bill payments	\$.25 per bill payment
PCU Mail	\$3 per year
MoneyLink Transfers	Free

Wire Transfers

USA - Domestic outgoing	\$18.00
International - Outgoing	\$30.00
International - Incoming	\$12.00

All fees and charges are subject to updating and revision upon proper notice. Commitment Households are eligible for waiver of certain fees.

Other fees may be waived at our discretion, subject to your meeting certain criteria and qualifications. This March 1, 2006 Fee Schedule supersedes any previously printed fee Schedule.

How to contact us:

- > By phone: 415-442-6200
- > By mail:
Patelco Credit Union
136 Second Street
San Francisco, CA 94105
- > By e-mail: pastech@pateclic.org
- > By Internet: www.patelco.org

Real Estate Mortgage Related Charges

Additional Charge for Fax	\$10.00
Deed Reconveyance	\$45.00
Demand for Pay-Off	\$50.00
Subordination Charge	\$75.00
Auto Equity Document Preparation Charge	\$125.00
Courtesy Lien Document Preparation Charge	\$125.00

Returned Item Fees

Returned Deposit or Loan Payment	\$10.00
Savings	
Minimum Savings Balance Fee	\$3.00 per month

Health Savings Account Service Fee

Health Savings Account Service Fee	\$1.00 per month (1 st year free)
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Stop Payment Fees

Checks / ACH Payments	\$10.00
Lost / Stolen Cashier's Check Processing Fee	\$10.00
Post-Dating Order	\$10.00
Stop Payment Cancellation	\$5.00
Verification / Account Rating	\$10.00

Credit Card Payment Late Charge	\$10.00
Credit Card Checks	Free
Credit Card Cash Advances	\$2.00 or 2% of cash advance, whichever is greater (\$15 maximum)
Payday Line of Credit Service Fee	\$10.00
Copy of Credit Card Transaction Slip	\$8.00
Copy of Credit Card Check	\$8.00
Foreign VISA Credit Card Transactions	1% of transaction (in addition to any cash advance fee)

General Fees

Account Reconciliation Research	\$17.00 per hour
Check Deposits (per Member per day)	Free
• First 20 checks	\$.50 per check
• 21 checks or more	
Coin Deposits - (per Member per day - coins must be rolled)	Free
• 30 rolls or less	\$.30 per roll
• 31 rolls or more	
COST	
Collection Items	
Escheat Locator / Transfer Fee	\$2.00
Excessive Withdrawals from Tiered Savings (after 6 per month)	\$1.00 each
Express Mail / Rush / Overnight Fee	\$17.00
Fax On Demand	\$1.00 Per Page
Immigration / Naturalization Service Letter	\$10.00
IRS Levy / Withholding / Judgment / Legal Order	\$20.00 per notice
Mailed Receipts	Free
Money Market Checks	Free
Money Orders	\$2.00 each
Notary Fee - Patelco Documents	Free
Notary Fee - non-Patelco Documents	\$5.00 per signature
Point of Sale (POS) Transaction Fee	Free
Printed Account History	\$2.00 per Page
Printed Balance Inquiries	\$2.00 per page
Remote Funds Fee	\$5.00
Telephone Service Center Account Inquiry	\$1.00
Verification Of Deposit	\$10.00
Verification / Account Rating	\$10.00

Important Privacy Choices for Consumers

Third parties vendors that assist us with providing or marketing member services, such as check printers, mortgage lenders, mail houses, plastic card processors, credit life and disability insurance providers, collateral services, and vehicle dealers participating in our dealer loan programs.

• Third parties who have joint marketing arrangements.

• Third parties who are involved in your transactions, such as the Federal Reserve and other financial institutions that process your checks, automated clearinghouse (ACH) transactions, and ATM transactions.

• Third parties whose services are necessary to meet our business needs, such as the Department of Motor Vehicles, companies that insure collateral you have pledged as security for Credit Union loans, and debt collectors.

Patelco Credit Union and the Credit Union's affiliate CUSO can exchange information about their transactions and experiences with you.

V1. Third parties to whom we disclose information for other reasons:

Patelco Credit Union or the CUSO may disclose information about you to third parties that sell their own products or services. Although we do not guarantee the products or services of any third party, we select third parties to which we give information about you carefully, and believe the products or services they offer may be of interest to you. Examples of third parties to whom we may give information about members include financial planners, investment advisors, and companies that sell various types of insurance.

We will generally disclose only your name, address, and telephone number. We may give lists of members who fall within certain categories, such as a range of ages, income, account balances, or home ownership, so that third parties can target their promotions to members who are likely to be interested in and qualified for the offered products or services. We never give your specific financial information, account numbers, or Personal Identification Numbers (PINs) to third parties selling their own products or services to you.

You can prohibit us from disclosing information about you to third parties selling their own products and services, and prohibit Patelco Credit Union and the CUSO from exchanging information (other than information about you, by following the instructions in the Opting Out section below. Once a third party has information about you, however, they may continue to contact you. You should contact the third party directly if you wish to be excluded from their contact lists.

VII. Our right to change this policy:

This policy is effective December 1, 2002. We can change this policy by notifying you in writing. If a new policy will be subject to opt out rights, we will give you at least 30 days advance notice before the new policy goes into effect, and we will disclose means by which you can opt out of disclosure of nonpublic personal information.

VIII. Opting Out:

If you do not want us to give information about you to third parties who are selling their own products or services, and not to exchange information other than transactions and experiences between Patelco Credit Union and the CUSO, you can opt out at any time by calling 415.442.6200 or by completing the following form and returning it in person to any Credit Union branch or mailing it to us at the address given on the form. You can also opt out on line by visiting our web site at <http://www.patelco.org> and selecting "privacy". Once we receive your request, we have a reasonable amount of time to stop the disclosures. If you later decide you no longer want to opt out, you can let us know by calling or writing to us. You cannot opt out of disclosure of information about you as described in section V.

If you have a joint account or joint credit, each of you can opt out on behalf of all joint account holders or joint borrowers, joint owners or borrowers who did not opt out using this election form any later opt out by calling Patelco Credit Union's phone number, by visiting our web site and selecting "privacy" or by requesting an opt-out form.

If you have already opted out with us, you do not have to do so again.

To Patelco Credit Union:
I want to opt out of the disclosure of nonpublic personal information about me to third parties who will use the information to market non-Credit Union services to me, and opt out of the exchange of information (other than information about transactions and experiences) between Patelco Credit Union and its affiliate CUSO.

I can change my opt-out election any time by contacting Patelco Credit Union.

My Name: _____

My Address: _____

Date: _____

Signature: _____

Date: _____

Member Number: _____

Name: _____

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):

THOMAS CAUDILL, ESQ.

THE LAW OFFICE OF THOMAS CAUDILL

1025 North Fourth Street, San Jose, CA 95112-4942

TELEPHONE NO.: (408) 298-4844

FAX NO.: (408) 298-5148

ATTORNEY FOR (Name): Plaintiff PATELCO CREDIT UNION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street, Rm. 103

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME: LIMITED CIVIL DIVISION

CASE NAME:

PATELCO CREDIT UNION v. JOYCELYN Y. LAMPKIN

FOR COURT USE ONLY

FILED
Superior Court of California
County of San Francisco

JAN 02 2014

CLERK OF THE COURT

Superior Court of California, County of San Francisco
BY: *J. M. Morris* CLERK

CIVIL CASE COVER SHEET

Unlimited Limited
(Amount demanded
demanded
exceeds \$25,000) (Amount demanded is
\$25,000 or less)

Complex Case Designation

Counter Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC-15-543490

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
 Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
 Civil rights (08)
 Defamation (13)
 Fraud (16)
 Intellectual property (19)
 Professional negligence (25)
 Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
 Other employment (15)

Contract

- Breach of contract/warranty (06)
 Rule 3.740 collections (09)
 Other collections (09)
 Insurance coverage (18)
 Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
 Wrongful eviction (33)
 Other real property (26)

Unlawful Detainer

- Commercial (31)
 Residential (32)
 Drugs (38)

Judicial Review

- Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)
 Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): THREE (3)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 29, 2014

THOMAS CAUDILL, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2