# Agreement and Di elo ure

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## INTRODUCTION

I understand that the Agreement and Disclosures booklet, Truth-In-Savings Disclosure, Services and Schedule of Fees, and Rate Sheet (collectively "Agreement") are part





A complete listing of a	II eligible SEGs,	communities,	and

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CLAIM IS FRIVOLOUS, UNWARRANTED, OR BROUGHT FOR AN IMPROPER PURPOSE (in accordance ith the Federal Rule) of Ci il Procedure Section 11(b)) I WILL RETURN TO YOU ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES YOU PAID.

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- a. Increased or decreased the amount of the account or presented an appropriate record for crediting dividends.
- b. Corresponded in writing with you concerning the account JET

- to a third party by means of a check, draft, debit card, preauthorized or automatic transfer, or telephonic order
- of these limitations may not be honored, and my account may be subject to closure by you.
- 16. I understand that your bylaws authorize your board of directors to require me to give up to sixty (60) days' written notice of my intention to withdraw savings from any account except a checking account. However, you do reserve the right at any time to require not

costs to	my a	account	as	disclosed	on	your	Serv	ices

26.I understand to the extent and under the circumstances permitted by federal laws and the laws of my state, individual, joint, trust, and pay-on-death (POD) accounts may be subject to the Multiple Party Accounts Law, Division 5, Part 2, of the California

withdrawal or participated in the transaction creating

- 46. I understand that you require a minimum of two (2) weeks to process my request to transfer funds from another financial institution to you.
- 47. I understand that you have the right to restrict the amount of cash each member may transfer or withdraw in a 24-hour period.
- 48. I understand and agree that in cases where there may be conflicting claims against my account, you are authorized to restrict account transactions until the conflicting claims are resolved to your satisfaction. If you deem necessary, in your sole discretion and judgment, you may submit the conflict to a court of competent jurisdiction to obtain resolution of the conflict. This is commonly referred to as an

sending a written and signed notice to your corporate headquarters at 888 North Nash Street, El Segundo, CA 90245. You reserve the right to charge a reasonable

- 55.I may not stop payment on completed electronic pointof-sale transactions debiting my checking account.
- 56. My death or incompetence, or that of any of us, or dissolution of an entity, shall not revoke your authority to accept, pay, or collect a check(s) or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, you may at your discretion for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee a check(s) drawn on

whatsoever even when such dishonor results in the forfeiture of insurance, loss, or damage to me of any kind.

3.

- mail the checks to me and is authorized to charge my account for the cost of delivered checks ordered, plus applicable sales tax and delivery costs.
- 10. I understand and agree that my checks are trun (ery c)ated I will not receive the originals, and you do not inspect the checks for signatures. Check copies are not returned with statements, and when paid, the checks

d. I authorize you to transfer funds on my written, electronic or oral request to my account. I					

except those funds on deposit in checking, money market, IRA, custodial, or trust accounts. Further, a pledge of funds by any one of us shall be binding on all

All accounts opened in the name of the trust belong solely to the trust. No transfer of voting rights or other membership privileges are permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in the Federal Reserve Eoard's Regulation D, 12 CFR, Part 204. It is understood that the trust

12. The trustor(s) and trustee(s) acknowledge and agree that your sole obligation to the trustor(s)/ trustee(s) is as a depository institution and is a debtor/ creditor relationship, and nothing in the Application by 25/(creaf) 25/(corinath) 23/(ust) install relationship [2] (, ) ction 12 be construed to impose any duties or obligations whatsoever upon you as a trustee or other fiduciary under the trust instrument or otherwise. Trustor(s) and trustee(s) hereby agree for the trust, themselves, and all trust beneficiaries for the life of the trust and the statutory life of any cause of action involving any account of the trust to indemc.1 (0.1 (syand ) hol ) harmlso

the said statute of the State of California now in effect or hereinafter amended.

2.

Biduciary accounts are not subject to the Multiple Party Accounts Law.

Hagree that you are a mere depository for business transacted with respt subject tount and are not acting in a fiduciary capacity.

# SECTION III: FUNDS AVAILABILITY POLICY Credit for Depo it

A receipt may be provided or made available upon request for all depositsubject ty account, exject cept for remot

your Funds Availability Policy will not apply to these items.

I agree that you act only as a collecting agent in receiving items for deposit or collection and assume no responsibility beyond reasonable care. You will use reasonable care in the selection of collecting agents but will not be liable in the case of their failure or negligence or for losses in transit. I agree that you, and each of your correspondents, may send checks subject to collection, directly or indirectly, to any financial institution, depository, maker, or drawer in accordance with your

of the delay the business day after you receive my deposit or balance your ATM. If I need the funds from deposit right away, I should ask you when the funds will be available. In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

a.

entries, and all other types of external and book-entry funds transfers (checks and funds transfers collectively referred to herein as "items") may be charged back against the account (or an account for split deposits) or any other account of mine with you if you are informed that the

be liable to me for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits (or the legal equivalent of the deposited item) will be returned to me. In addition, I will be solely responsible for any loss or liability ysliauif (s)10 (t)15

#### Making a Refund Claim

If I believe that I have suffered a loss relating to a substitute check that you received and that was posted to my account, I should contact you at 800.XFCU.222 (800.932.8222).

I must contact you within forty (40) calendar days of the date that you mailed (or otherwise delivered by a means to which I agreed) the substitute check in question or the account statement showing that the substitute check was

## Reeord Retention

You shall abide by federal and applicable state record

amendment to me in writing. By thereafter using or continuing to use your funds transfer services,