



**FARMERS INSURANCE  
FEDERAL  
CREDIT UNION**

**Share Account Agreement,  
Truth-In-Savings Disclosure  
and  
Electronic Services  
Disclosure and Agreement**

**800.877.2345  
[www.figfcu.org](http://www.figfcu.org)**



## TABLE OF CONTENTS

PRIVACY POLICY	6
CALIFORNIA CONSUMER PRIVACY ACT	8
SHARE ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE	10
I: PAYMENT OF DIVIDENDS	12
Dividend Rates	12
II: TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS	12
Terms and Conditions applicable to all Individual and Joint Accounts	16
Terms and Conditions applicable to all Pay-On-Death (POD) Designations	17
Terms and Conditions applicable to Passbook Trust Accounts (Totten Trust)	17
Terms and Conditions applicable to Living Trust Accounts	17
Terms and Conditions applicable to all Custodial Accounts	19
Terms and Conditions applicable to all Fiduciary Accounts	20
Terms and Conditions applicable to all Sole Proprietorship Accounts	20
Terms and Conditions applicable to all Corporate, Partnership and Unincorporated Association Accounts	20
Terms and Conditions applicable to Bristol West Premium Trust Accounts	21
Terms and Conditions applicable to Savings Accounts	22
Terms and Conditions applicable to Online Savings Account	22
Terms and Conditions applicable to Checking In Savings Account	22
Terms and Conditions applicable to all Checking Accounts	23
High Yield Checking	23
CashBack Checking	24
Terms and Conditions applicable to Money Market Accounts	28
Terms and Conditions applicable to Club Accounts:	
Holiday Club, My Account, Rainy Day Savings and Tax Saver Accounts	28
Terms and Conditions applicable to Term Share (Cert.) Accounts	28
Terms and Conditions applicable to Youth Term Share (Certificate) Accounts	29
Terms and Conditions applicable to Individual Retirement Accounts	30
Terms and Conditions applicable to Education Savings Accounts	31
Terms and Conditions applicable to Health Savings Accounts	31
Terms and Conditions applicable to Round It Up Savings	33
III: INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATIONS (IRS FORM W-9)	34
Purpose of Certification	34
What is Backup Withholding	34
How to Get a TIN	34
Penalties:	35
Failure to Furnish TIN	35
Civil Penalty For False Information with Respect to Withholding	35
Criminal Penalty for Falsifying Information	35
Misuse of TINs	35
Specific Instructions	35
Name	35
Sole Proprietor	35
Taxpayer Identification Number (TIN)	35
For Payees Exempt From Backup Withholding	35
Certification	35
Privacy Act Notice	36
IV: (A) FUNDS AVAILABILITY POLICY FOR ACCOUNTS OTHER THAN CHECKING ACCOUNTS AND TERM SHARE (CERTIFICATE) ACCOUNTS	36
(B) FUNDS AVAILABILITY POLICY FOR CREDIT UNION CHECKING ACCOUNTS	37
Determining Availability of a Deposit	37

Deposits Made at a Credit Union, Same Day Availability	37
Other Check Deposits	38
Longer Delays May Apply	38
Special Rules for New Accounts	38
Deposits Made at Shared Branch Service Centers	38
Deposits Made at ATMs	39
(C) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS	39
Abusive Member Policy	39
Expulsion of Member	40
Restriction/Suspension of Services	40
Denial of Access to Credit Union Premises	40
Abusive Conduct	41
DENIAL OF SERVICES POLICY	41
ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT	43
Business Days	43
Member's Liability	43
Exception for Visa Point-of-Sale Transactions	44
Telephone Numbers and Addresses	44
Error Resolutions	44
Exception	45
Visa Debit Card Exception	45
ACH Activity on Corporate Accounts	45
Credit Union Liability	45
Confidentiality	46
Fees	46
Types of Transfers and Limitations	46
Automatic Overdraft	46
Federal Restrictions	46
Credit Card, Debit Card	47
ATM (Automated Teller Machine) Transactions	47
VISA Check (Debit) Card	47
Voice Response (FONLINE)	48
Home Banking via Internet (Online Banking)	48
Terms and Conditions of Bill Pay	48
Service Definitions	48
Payment Scheduling	49
Service Guarantee	49
Payment Authorization and Payment Remittance	49
Payment Methods	50
Payment Cancellation Requests	50
Stop Payment Requests	50
Prohibited Payments	50
Exception Payments	50
Bill Delivery and Presentment	50
Exclusions of Warranties	51
Password and Security	51
Your Liability for Unauthorized Transfers	51
Errors and Questions	52
Disclosure of Account Information to Third Parties	52
Service Fees and Additional Charges	52
Failed or Returned Transactions	53
Alterations and Amendments	53
Address or Banking Changes	53
Service Termination, Cancellation, or Suspension	53
Biller Limitations	54
Returned Payments	54
Information Authorization	54
Disputes	54
Assignment	54
No Waiver	54
Captions	54

Governing Law	54
Zelle® and Other Payment Services Additional Terms	55
Description of Service	55
Payment Authorization and Payment Assistance	56
Sending Payments	57
Receiving Payments	59
Payment Cancellation, Stop Payment Requests and Refused Payments	61
Consent to Emails and Automated Text Messages	61
Wireless Operator Data	63
Liability	63
Disclaimer of Warranties	63
Limitation of Liability	63
Indemnification	64
Use of Our Online Banking Site and/or Mobile App	64
Your Liability For Unauthorized Transfers	64
Definition	65
Remote Deposit Capture	68
Business Account Users	68
Use of the Services	68
Compliance with Law	69
Check Requirements	69
Rejection of Deposit	69
Items Returned Unpaid	69
Email Address	69
Unavailability of Services	70
Business Day and Availability Disclosure	70
Funds Availability	70
Internal Controls and Audit	70
Accountholder's Warranties	70
Storage of Original Checks	71
Securing Images on Mobile Devices	71
Accountholder's Indemnification Obligation	71
In Case of Error	71
Charges for Use of the Services	71
Warranties	72
Change in Terms	72
Termination of the Services	72
Relationship to Other Disclosures	72
Governing Law	72
Periodic Statement	72
Limitations on Frequency	72
Unacceptable Deposits	72
Changes in Financial Circumstances	72
Confidentiality	73
Waiver	73
Relationship	73
Notices	73
Denial of Services Policy	73
Business Account Users Only	74
Mobile Banking Service	75
Pre-Authorized Recurring Transfers	75
Documentation and Notices	76
Terminal Transfers	76
Pre-Authorized Deposits	76
Periodic Statements	76
Pre-Authorized Payments	76
Pre-Authorized Transfers	76
Stop Payments	76
Pre-Authorized Payments	76
Termination of Electronic Services	77
E-Signature	77
SAFETY AT THE ATM	77

## PRIVACY POLICY

<b>FACTS</b>	<b>What does Farmers Insurance Federal Credit Union do with my personal information?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and name</li> <li>• Account balances and transaction or loss history</li> <li>• Credit history and checking account information</li> </ul> <p>When you are no longer our member, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share member's personal information to run their everyday businesses. In the section below, we list the reasons financial companies can share their member's personal information; the reasons the Credit Union chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information	Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## What we do

### How does the Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information.

### How does the Credit Union collect my personal information?

We collect your personal information, for example, when you:

- Open an account or apply for a loan
- Pay your bills or use your credit or debit card
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus.

### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes — information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies.

- We do not share with our affiliates so they can market to you.

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- We do not share with nonaffiliates so they can market to you.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- We do not jointly market.

## Other important information

California Privacy Laws: Farmers Insurance Federal Credit Union will not share personal information with nonaffiliates either for them to market to you or for joint marketing. We limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. We will share personal information about you with our affiliates only based on your authorization.

### Questions?

Call **800.877.2345** or go to **[www.figfcu.org](http://www.figfcu.org)**

## Farmers Insurance Federal Credit Union California Consumer Privacy Act (CCPA) Privacy Policy

Farmers Insurance Federal Credit Union does not “sell” information as defined under CCPA: The Credit Union does not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate consumer’s personal information to another business or third party for monetary or other valuable consideration.

### **YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**

1. Right to know the information we collect about you
2. Right to know what information we share about you
3. Right to request:
  - a. The categories of personal information collected about you within the preceding 12 months
  - b. The categories of sources from which the personal information is collected
  - c. The business or commercial purpose for collecting personal information
  - d. The categories of third parties with whom information is shared
  - e. The specific pieces of personal information that we have collected about you
4. Right to request deleting of certain personal information
5. Right to non-discrimination in accessing products and services when exercising these rights

### **RIGHT TO KNOW**

Under the California Consumer Privacy Act, consumers have the right to request that the credit union disclose certain personal information that it collects, uses, discloses and sells that is not subject to the exemption of information covered under the federal Gramm-Leach-Bliley Act and implementing regulations and the California Financial Information Privacy Act or the Fair Credit Reporting Act. To request this information you may [Click Here “The Rights Request Form”](#) or call us at (800) 877-2345.

By law and regulation we are required to positively verify your identity prior to responding to your request.

If you currently or previously banked with us including online banking, you may submit a secure authenticated message request and additional information may be required to be submitted.

- If we cannot authenticate your banking relationship with us, you may need to provide valid identification including a state-issued driver’s license, ID card or U.S. or other government-issued passport or other verifiable means that contains the name and address that matches your ID and information request.
- If making a request by phone, we will make an attempt to verify your identity by phone and we may require you to send us the information above to verify your identity.
- Effective May 15, 2020
- If you are requesting to know specific pieces of information a higher degree of verification may be required. We will also require, pursuant to



CCPA regulations, that you submit a signed declaration under penalty of perjury that you are the consumer to whom the information relates.

- If we are unable to positively identify the person making the request is the consumer to whom the information relates, we may ask for additional verification or may deny the request.

If you use an authorized agent to submit a request to know information under CCPA, you must provide the agent a signed written permission which the agent will have to provide us in order to submit the request on your behalf. An agent's failure to provide proof of authorization will result in a denial of the request.

### **RIGHT TO REQUEST DELETION OF PERSONAL INFORMATION**

Please note that information not subject to the CCPA, information necessary to process transactions or maintain accounts and information necessary to comply with or be retained under a law, rule or regulation; or as otherwise allowed by law is not subject to deletion.

Farmers Insurance Federal Credit Union does not collect information subject to deletion under the California Consumer Privacy Act.

### **NON-DISCRIMINATION**

The Credit Union will not discriminate against a consumer who has exercised any of their rights under the CCPA.

## SHARE ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words I, me, mine, my, us, and our mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card for one or more share account(s) with you. Facsimile and electronic signatures (as subject to the e-Sign Act) will be recognized as my authorization and accepted as my legal signature. The words you, your, and yours mean Farmers Insurance Federal Credit Union, hereafter referred to as the Credit Union. Assuming that the account is held as an individual account and not as a business, DBA, Corporate, or Trust account, you have certain protections under consumer protection laws.

### ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [adr.org](http://adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the US Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

1. Selection of Arbitrator: The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. **Effective Date:** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
3. **Claims Arising Prior to Effective Date:** THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
4. **Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
5. **Class Action Waiver:** **ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**
6. **Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
7. **Survival:** This Arbitration Agreement will survive termination of the Agreement and Disclosure.
8. **RIGHT TO OPT-OUT:** You have the right to opt out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing by sending a letter to Farmers Insurance Group Federal Credit Union, 2255 North Ontario Street, Ste. 320, Burbank, CA 91504 within such 60-day period. Your letter must include your Member Number and a statement indicating that you want to opt out of the Arbitration Agreement. If you fail to opt out within this 60-day period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt out, it shall not affect other terms and conditions of your Agreement and Disclosure, or of your relationship with the Credit Union.

9. Amendment/Termination of this Arbitration Agreement: Notwithstanding anything in this Agreement and Disclosure to the contrary, we will not amend or terminate this Arbitration Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period.
10. Inapplicable to Certain Loans: This Arbitration Agreement will not apply to any Claims involving: (a) a consumer real estate loan; or (b) a consumer loan we provide you, to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act.
11. Questions: For more details or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website ([adr.org](http://adr.org)) or call AAA at 800.778.7879.

## **I. PAYMENT OF DIVIDENDS**

**DIVIDEND RATES:** The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, and the Truth-In-Savings Act and Regulations. For all accounts except term share (certificate) accounts, the dividend rate and Annual Percentage Yield (APY) may change monthly as determined by the Board of Directors. Dividends are paid from available earnings, after required transfers to reserves at the end of a dividend period.

For specific dividend rate(s) and yield(s) for each type of dividend-bearing account, I will refer to the Dividend Rates and Annual Percentage Yields sheet, which is incorporated by this reference. I may call 800.877.2345, or access the Credit Union's website at [www.figfcu.org](http://www.figfcu.org) for current rates on all accounts.

For all accounts, dividends will be compounded monthly and will be credited monthly. For all account types, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

If I close my account before dividends are credited, I will receive the accrued dividends.

**Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the beginning balance in the account each day.

Dividends begin to accrue the day after I make a deposit to my account.

## **II. TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS**

1. I must be and remain a member to maintain any account. The par value of a share in this Credit Union is \$5.00. If I fail to complete payment of one (1) share within six (6) months of my admission to membership, or within six (6) months from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, I may be terminated from membership.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another Credit Union account of mine or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction, draft, check, debit card, (if applicable) or similar order to a third party. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.

3. You reserve the right to require that withdrawals made from my share accounts be made in minimum amounts as established from time to time by Board policy.
4. The maximum cash share withdrawal shall be \$1,500 unless I have made arrangements for a larger amount 48 hours in advance. For all accounts except the Money Market account, the minimum cash share withdrawal shall be \$10 or all funds available (if the funds available are less than \$10).
5. In order to avail of check cashing services, my account must be in good standing (i.e., no delinquent loans or negative balance accounts), and I must meet at least one of the following criteria:
  - a. Have an open checking account
  - b. Have at least \$250 in aggregate deposits
  - c. Have a current outstanding or open loan (including credit card or other line of credit) or have paid off a loan within the last sixty (60) days
6. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
7. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
8. You may endorse checks or drafts for me which you receive for deposit.
9. You are not responsible for items lost while not in your possession.
10. You will mail all statements and other notices only to the person whose signature appears or is submitted electronically first on the Account Signature Card. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including but not limited to an altered item, unauthorized or missing signature or endorsement, a missing or diverted deposit, or any other error or discrepancy. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if you: 1) suffer a loss on the item because of my failure, or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within sixty (60) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item within one (1) year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
11. You or I may terminate an account(s) at any time. I understand, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures/authorization of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.
12. You reserve the right to close any account(s) discovered to be deliberately manipulated to your detriment and/or your membership. "Manipulation" includes, but is not limited to, kiting and repeated

patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.

13. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Account Signature Card shall be valid and discharge you from liability.
14. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except checking accounts.
15. I understand and agree that Individual, Joint, Trust (Totten or Passbook) and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
16. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new additional Signature Card(s). A new account number may be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account, and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge you from any liability.

17. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to:  
**Farmers Insurance Federal Credit Union**  
**P.O. Box 2723,**  
**Torrance CA 90509**
18. I am required to keep you informed of my current address. In the event that I fail to do this, a charge may be made to my account as stated in your Service Charges and Fee Schedule and for the actual cost of a necessary locator service. This charge will be imposed in accordance with your bylaws.
19. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.
20. All accounts are subject to your Service Charges and Fee Schedule, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my Individual Retirement Accounts (IRAs) and Health Saving Accounts (HSAs). If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
21. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by me or a prior endorser.
22. California law states that inactive account balances must be turned over to the state after a period of three (3) years if I have not:

- a. Increased or decreased the amount of the account or presented an appropriate record for crediting of interest or dividends; or
- b. Corresponded in writing with you concerning the account; or
- c. Otherwise indicated an interest in the account as evidenced by a memorandum on file with you.
- d. Any sum payable on any other written instrument on which the Credit Union is directly liable, including, by way of illustration but not of limitation, any draft, cashier's check, teller's check, or certified check, that has been outstanding for more than three years from the date it was payable, or from the date of its issuance if payable on demand, when the owner, for more than three years, has not corresponded electronically or in writing with the Credit Union concerning it, or otherwise indicated an interest as evidenced by a memorandum or other record on file with the Credit Union.

Escheat laws vary by state. You comply with all applicable state laws.

- 23. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
- 24. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the timeframe required by law. I agree to pay applicable fees as listed in your Service Charges and Fee Schedule for those copies.
- 25. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement in a form acceptable and in time for you to have a reasonable time to act. I further understand and agree that the Declaration of Loss and Claim for Reimbursement is not enforceable until the latter of (i) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or making, my stop payment.
- 26. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account. I authorize you to give information concerning your experiences with me to others.
- 27. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will read **"INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)"** which are found in Section III of this Agreement and Disclosure.
- 28. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund. Most properly established share accounts in federally insured credit unions are insured up to the Standard Maximum Share Insurance Amount (SMSIA), which is \$250,000. Certain retirement accounts, such as IRAs and Keoghs, are insured up to an additional \$250,000. Generally, if a credit union member has more than one account in the same credit union, those accounts are added together and insured in the aggregate. There are exceptions, though. I may obtain additional separate coverage on

multiple accounts, but only if I have different ownership interests or rights in different types of accounts and properly complete account forms and applications. For example, if I have a regular savings account and an Individual Retirement Account (IRA) at the same credit union, the regular savings account is insured up to \$250,000 and the IRA is separately insured up to \$250,000. However, if I have a regular savings account and a share draft account in my own name, I will not have additional coverage. Those accounts will be added together and insured up to \$250,000 as my individual account.

29. In the event that a negative balance is created in my share account (whether due to debit card activity, non-sufficient funds activity, Credit Union imposed fees and charges, or otherwise), I understand and agree that you may transfer funds to such account from any other share account (excluding IRA, HSAs, and Bristol West accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance.
30. **STATUTORY LIEN.** I understand that you have a right to impress and enforce a statutory lien against my shares or dividends in the event of my failure to satisfy a financial obligation, and that you may enforce that right without further notice. You have a right to claim my shares and dividends equal to the amount of my outstanding financial obligation to the Credit Union, as that amount varies from time to time. I understand that you may enforce this lien only when I fail to satisfy an outstanding financial obligation due and payable to the Credit Union. If I am in default, you may debit funds in my account and apply them to the extent of any of my outstanding financial obligations, even if these obligations are not secured by shares.
31. **ILLEGAL ACTIVITY.** My accounts may be used for transactions performed on the Internet. However, I understand that my accounts or any Credit Union access device may not be used for any illegal activity or transaction. I may not use my account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include, but may not be limited to any quasi-cash or online gambling transactions, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. However, in the event that a charge or a transaction described in this paragraph is approved, I understand that I will be responsible for such charges.

## **TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS**

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing new contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.



4. Joint ownership of an account, in and of itself, does not constitute Credit Union membership. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am co-maker, endorser, or guarantor are delinquent, without the written approval of a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (POD) DESIGNATIONS**

1. If I have made a Pay-On-Death (POD) designation, all sums are payable on request to me and upon my death to my designated POD payee(s). If the account is jointly owned, to one or more surviving account owner(s), during their lives and on the death of all of them to one or more payees then surviving, in equal and individual shares. Between/among POD payees, there is no right of survivorship.
2. A Pay-On-Death designation cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO PASSBOOK TRUST ACCOUNTS (TOTTEN TRUST)**

1. The trustee(s) declare(s) that the account is, and any and all sums credited to such account are and shall be, held by me, (as joint tenants and equally regardless of our new contributions with right of survivorship if there is more than one trustee) in trust for the beneficiary(ies) named on the Account Signature Card, reserving to me the right: (1) to have dividends declared on the account paid to me, and (2) to revoke such trust in whole or in part, at any time by executing and delivering to you a request for withdrawal or pledge of funds of the whole or a part of the account, and such trust shall be revoked as to the whole or part to which such request relates.
2. In the event of my death or, if the account is held by more than one person, upon the death of my survivor owner(s), then and only then, you shall pay such account funds to the beneficiary if then living (if more than one beneficiary is designated, then equally to those beneficiaries living at the latter of the date of my death or the death of my survivor owners), but if no beneficiary is living at my death or the death of my survivor owner(s), you shall pay such account funds to my estate or the estate of my survivor owner(s). There is no right of survivorship between beneficiaries.
3. I may not pledge any or all of the funds on deposit in the account as collateral security for any loan(s).
4. A right of survivorship or a beneficiary designation in such a passbook trust account cannot be changed by a will.

#### **TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS**

1. The trustor(s) and trustee(s) opening the account will complete the Living Trust Membership Application and Agreement for a Credit Union

Account in the name of trustee(s). The funds in trust are controlled by the Trust Instrument executed by the trustor(s). The Credit Union does not receive a copy of the Trust Instrument and shall in no event be liable for its contents. Trustee(s) and not the Credit Union assumes full responsibility for enforcing the provisions of the Trust Instrument. If this is a revocable trust, the trustor(s) is/are member(s) of the Credit Union.

2. If this is an irrevocable trust, either the trustor(s) is/are member(s) of the Credit Union or all beneficiaries are, or qualify for, membership in the Credit Union. All accounts opened in the name of the trust belong solely to the trust. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204. It is understood that the trust under this Account Agreement has no voting rights at any membership meeting, although the individual member/trustor(s) retain their personal voting rights if they retain individual membership at the Credit Union.
3. Trustee(s) affirm that successor trustee(s) is/are bound under the Trust Instrument to serve, and is/are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named in the Account Agreement resign, die, become incapacitated or otherwise become unable to act as trustee(s) of the trust.
4. In the event that all trustee(s) and successor trustee(s) die, resign, become incapacitated, refuse to act, or the Credit Union receives conflicting instructions, the Credit Union reserves the right to interplead any and all funds held in accounts opened under this Account Agreement.
5. If there is a change in the parties or terms of the trust, including, but not limited to, a change in trustor(s) or trustee(s), or a change of address of trustor(s) or trustee(s), all trustor(s) and trustee(s) agree to execute a new Application for Joint Membership and Agreement for Credit Union Account in the Name of Trustee(s). Such change shall not be effective until the Credit Union has received a properly completed and executed Application for Joint Membership and Agreement for Credit Union Account in the Name of Trustee(s) and has had a reasonable opportunity to act on it.
6. The trustee(s) certify that they are duly appointed under the Trust Instrument and that by the authority vested in them under the Trust Instrument, they, acting alone or in concert, are authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the named trustee(s) acting alone or in concert, shall be valid and discharge the Credit Union from any liability. Trustee(s) agree that any account opened at the Credit Union on behalf of the trust shall be governed by the terms of the Credit Union's Bylaws and the applicable provisions of the Share Account Agreement and Truth-In-Savings Disclosure.
7. Trustee(s) may authorize the transaction of any business on accounts held at the Credit Union in the name of the trust by their oral or written instruction to the Credit Union. Trustee(s) may obtain funds from the trust's accounts in their names or the names of third parties upon trustee's written or oral instruction.
8. The trustee(s) may receive, take possession of, release, assign, mortgage, pledge, hypothecate or otherwise use assets of the trust as security for a loan from the Credit Union or any other purpose except as specifically set forth in writing on the Application for Joint Membership and Agreement for Credit Union Account in the Name of Trustee(s).

9. If the trustee(s) named on the Account Agreement borrow from the Credit Union and the Trust Instrument must be examined by a third party (for example, a title company), the Credit Union agrees to forward a copy of the Trust Instrument from the trustee(s) to the third party only if trustee(s) present a sealed envelope, containing the Trust Instrument to the Credit Union. The Credit Union will not accept copies of the Trust Instrument which are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instruments in its files or be liable for the contents of a Trust Instrument. The Credit Union will accept a Certification of Trust document. The trustee(s) shall sign on a form designated by the Credit Union that the Credit Union has received the Trust Instrument in a sealed envelope when the trustee(s) present(s) the Trust Instrument to the Credit Union.
10. Trustee(s) agree that if they borrow from the Credit Union and use trust assets as collateral, then the trustor(s) or the trustee(s), as members of the Credit Union, will, by signing all the documents relating to the loan, obligate themselves as individuals in addition to the signatures of the trustee(s) on behalf of the trust.
11. Trustee(s) agree to promptly notify the Credit Union if any of the trustor(s) die or become incapacitated. Death, resignation or incapacitation of any trustee or trustor shall not revoke the authority of the Credit Union to act under the Account Agreement until written notice of the death, resignation, or incapacitation has been presented to the Credit Union and the Credit Union has had reasonable opportunity to act on it. However, upon presentation of a certified copy of trustee's(s') death certificate(s), resignation or judicial declaration(s) of incapacity, the Credit Union is authorized to act upon designated successor trustee's(s') instructions in accordance with the terms of the Account Agreement.
12. Successor trustee(s) shall close all accounts opened under the Account Agreement within 90 days after receiving notification of death, resignation, or incapacity of the trustee(s). The Credit Union is authorized, but not required, to close any accounts opened under this Account Agreement upon the 91st day after receiving notice of the trustee's(s') death(s), and mail a check to the designated successor trustee(s), for the balance of the account and made payable to the designated successor trustee(s) as trustee(s) for the named trust.
13. The trustor(s) and trustee(s) 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 indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including, but not limited to, court costs and attorney's fees, resulting from any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business on any trust account at this Credit Union. The trustor(s) and trustee(s) on behalf of the trust agree to pay any necessary expenses, attorney's fees or costs incurred in the enforcement of the Account Agreement.
14. The Account Agreement incorporates the full and complete understanding concerning accounts, and transaction of business thereon at the Credit Union for the named trust.

## **TERMS AND CONDITIONS APPLICABLE TO ALL CUSTODIAL ACCOUNTS**

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named

on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.

2. I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act.
3. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
4. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS**

1. I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian or Conservator. By the authority vested in me, I am acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. I may pledge any or all funds on deposit in the account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us.
3. If the account is blocked, I understand and agree that I shall file with the court a written receipt including an agreement with you that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS**

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship name on the Account Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
2. I may pledge any or all of the funds on deposit in the account as security for any loan(s) subject to then current loan policies.
3. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

### **TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS**

1. The person(s) named on the Account Signature Card duly authorized to make the certificate, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the Constitution, bylaws or otherwise, any one (1) of the signators, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Account Signature Card, are

the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.

2. I may pledge any or all of the funds on deposit in the account as security for any loan(s) subject to then current loan policies.
3. If I borrow from the Credit Union, and regardless of whether I use Corporation assets as collateral, then I, as officer of the Corporation and member of the Credit Union, will, by signing all documents related to the loan, obligate myself as an individual, as well as on behalf of the Corporation.
4. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law. Business, DBA, Corporate, or Trust accounts are not subject to those regulations and certain protections of individual accounts addressed under consumer protection laws both federal and state related.

## **TERMS AND CONDITIONS APPLICABLE TO BRISTOL WEST PREMIUM TRUST ACCOUNTS**

1. The Bristol West Premium Trust Account may be used only for the purpose of the deposit of insurance premiums on behalf of my insured policy holders. It is a Demand Deposit Account, set up as a transaction account.
2. I may not deposit Bristol West Premiums to any other account I hold with your institution.
3. I may not deposit any funds other than Bristol West Premiums to this account.
4. There is no minimum balance requirement, no opening deposit requirement, and no account minimum. This account will not earn dividends.
5. Bristol West will sweep the funds from this account. This will be treated as a commercial sweep account, and automatically move funds from my commercial demand deposit account into a separate account for my benefit.
6. Checks will be accepted if made payable to me, the Agent, to my Agency name, to Bristol West Insurance or any combination thereof. While Credit Union Service Centers and deposits made through foreign ATMs may place holds on check deposits, you will make every effort to release these holds in an expeditious manner.
7. As a cash management convenience, I will use this account to deposit premiums that are to be credited to my production folio.
8. I will not issue checks nor have alternate checks/drafts cleared through this account. Funds may only be cleared from the account via ACH sweep by Bristol West.
9. Deposits may be made over the counter, through the Credit Union Shared Branch Network or through an ATM. Bristol West deposits made at a non-FIGFCU owned ATM, will only be accepted if payee name matches to name printed on the debit card.
10. I may request a debit card for this account, if I make deposits by ATM (including any CO-OP network ATM) the ATM network may place a five-day hold on ALL deposits, including cash. Should I need immediate access to the funds I will notify the Credit Union to release the ATM holds.
11. If I request to close my membership which has a Bristol West Premium Trust Account, the account will not be closed unless the account balance has been at \$0.00 for a minimum of 30 days.

12. As a current member I may add this account to my membership. The Agency name may be added as joint owner on individual (non-corporate) accounts. Bristol West will not be added as a joint owner.

## **TERMS AND CONDITIONS APPLICABLE TO SAVINGS ACCOUNTS**

1. The minimum balance deposit required to open the primary Membership Savings Account is \$5. The minimum balance deposit required to open additional Membership Savings Accounts is \$5.
2. In order to avoid a monthly service fee, I must do at least one of the following:
  - a) maintain an average balance of \$250 or more,
  - b) have one or more other active accounts,
  - c) be under age 23, or
  - d) have a membership of less than six (6) months.
3. I need not maintain an average balance of \$250 in my account to obtain the disclosed Annual Percentage Yield (APY). However, the service fee may be charged, as per #2 above.
4. The minimum amount I may withdraw or transfer is \$.01. However, the minimum cash withdrawal is the lesser of \$10 or whatever is available.
5. You shall charge an automatic fee for each share withdrawal in excess of four (4) per calendar quarter. This includes cash, check, and ATM withdrawals. It does not include transfers.
6. I may pledge any or all funds on deposit in the account as security for any loan(s) subject to current loan policies.

## **TERMS AND CONDITIONS APPLICABLE TO ONLINE SAVINGS ACCOUNT**

The Online Savings Account will offer me dividends as applicable. **It will be subject to the same restrictions as the Membership Savings Account** in addition to the following:

1. Minimum of \$500 to open account, no minimum balance requirement to maintain account.
2. I must maintain a minimum daily balance of \$500 in my account each day to obtain the disclosed Money Market Annual Percentage Yield. Balances under \$500 will earn the disclosed Membership Savings APY.
3. You will not have access to my account to post any transactions or for account review/maintenance at a branch, the Credit Union's Call Center, or a Credit Union Service Center.
4. This account can only be accessed remotely via Online Banking, FONLINE, ATM, or if designated for Overdraft access.
5. While the account may be accessed via remote access and serve as Overdraft Protection, it is still subject to the same Regulation D restrictions as the Membership Savings Account.

## **TERMS AND CONDITIONS APPLICABLE TO THE CHECKING IN SAVINGS ACCOUNT**

The Checking In Savings Account is a restricted non-dividend Savings Account, which in conjunction with the "Checking In" self-study education course, will be offered to eligible members 18 years of age or older who have had a checking or savings account negatively reported to ChexSystems. Any report indicating closure or loss due to abuse or fraud eliminates eligibility.

1. I will complete the Checking In online course designed to help educate me on the importance of maintaining a checking account within 14

days of accepting the terms of the account.

2. I agree to repay the debt listed on the ChexSystems record within an agreed-upon period of time which shall not exceed six months. A preauthorized transfer of \$25 per pay period for each \$100 outstanding with the other Financial Institution (FI) is required provided the amount owed is less than \$300. Outstanding monies greater than \$300 owed to other FIs will require a higher preauthorized transfer of an amount equal to the total amount owed divided by six months or 12 pay periods. All transfers are deposited into the Checking In Savings. If I have reported amounts greater than \$1,000 in outstanding monies owed, I may not be eligible.
3. I agree to a restricted Checking In Savings account with no withdrawal option and no dividends paid. This account will be used to save for the outstanding debt owed to the reporting financial institution on ChexSystems.
4. I agree to set up a monthly ACH deposit of \$1,000 or more to the Membership Savings account.
5. I agree to limited access to a CashBack Checking account once all debts are paid in full (No Privilege Pay or Regulation E services is available until the checking account has been opened for 6 months and approved for these services.) .
6. I agree to redirect the \$1,000 monthly ACH transfer from the membership savings to the checking account within 45 days of its opening.
7. I agree to enroll in electronic statements.
8. At the time the outstanding balance(s) has been paid to the other FI(s), the Checking In Savings Account will be closed and the existing preauthorized transfers will be directed into the Membership Savings account.
9. I authorize the Credit Union to pay the outstanding reported balance from the Checking In Savings Account to the owed FI(s) once the outstanding balance owed has been accumulated.
10. The accounts will be handled in a responsible manner with no more than two non-sufficient funds (NSFs) within the first six months and no more than four in the first calendar year. The account will be subject to closure if this provision is violated. Should the Credit Union checking or savings account have a negative balance at any time, the Credit Union may offset the balance from any account that I own at this Credit Union.
11. Maximum holds will be placed on all deposited checks (other than verifiable payroll checks or other guaranteed fund checks).

## **TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS**

1. An initial deposit of \$20 is required to open any Checking Account.
2. **Checking Accounts**  
**High Yield Checking** is an interest earning checking account eligible for up to 4.07% APY interest on the average daily balance in the checking account up to \$5000 (five thousand dollars) and 0.20% APY on balances over \$5000. Dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the Dividend period. This account is eligible for up to \$10 (ten dollars) in ATM surcharge rebates per statement cycle subject to the following:  
1) \$1,000 (one thousand dollars) monthly minimum direct deposit, 2)

eStatements, and 3) 10 Debit Card Point of Sale (PIN and Signature based) posted transactions using the Farmers Insurance Federal Credit Union Debit Card. Posted transactions count toward monthly minimums. Interest earned will be credited to the account at the end of the statement period. Additional restrictions apply: I must be a Member in good standing with a valid email address on file with the Credit Union. Qualifying transactions must post and clear the account during the monthly qualification cycle. Should the account not qualify for ATM surcharge rebates and/or the 4.07% APY interest, and for balances in excess of \$5000, the account will earn 0.20% APY (twenty basis points) on the checking account balance. Transactions may take one or more business days from the transaction date to post to the account. At the time of the statement cycle date you will verify the combined products and services used since the previous cycle date to determine the qualification for the 4.07% interest and the eligibility for the ATM surcharge rebate. In the event that my monthly \$1,000 ACH direct deposit credit does not come in for a 60 day period, the loan discount and the rate bump-up on the certificate will also be discontinued. Current interest rates and the annual percentage yield may be found at the Credit Union's website, may be verified at a Credit Union Branch or by calling 800.877.2345. Interest rates earned, ATM surcharge rebate amounts and qualifying dollar amounts for interest earned are subject to change at any time. APYs, ATM surcharge rebate amounts and eligibility criteria are subject to change at any time. Fees may reduce earnings. Accounts with one calendar month of no activity will be assessed an inactivity fee of \$5.

**CashBack Checking** will earn a \$5 (five dollar) reward and is eligible for up to \$10 (ten dollars) in ATM surcharge rebates per statement cycle subject to the following: 1) \$1,000 (one thousand dollars) monthly minimum direct deposit, 2) eStatements, and 3) 10 Debit Card Point of Sale (PIN and Signature based) posted transactions using the Farmers Insurance Federal Credit Union Debit Card. Posted transactions count toward monthly minimums. Additional restrictions apply: I must be a Member in good standing with a valid email address on file with the Credit Union. Qualifying transactions must post and clear the account during the monthly qualification cycle. Transactions may take one or more business days from the transaction date to post to the account. At the time of the statement cycle date you will verify the combined products and services used since the previous cycle date to determine the qualification for the \$5 reward and the eligibility for the ATM surcharge rebate. In the event that my monthly \$1,000 ACH Direct Deposit credit does not come in for a 60 day period, the loan discount and the rate bump-up on the certificate will also be discontinued. CashBack reward amount may be found at the Credit Union's website, verified at a Credit Union Branch or by calling 800.877.2345. Rewards, ATM surcharge rebate amounts and eligibility criteria are subject to change at any time. Fees may reduce earnings. Accounts with one calendar month of no activity will be assessed an inactivity fee of \$5.

3. High Yield Checking earns the disclosed Annual Percentage Yield. The CashBack Checking account earns no dividends.
4. The minimum amount I may withdraw, transfer or write a check for is \$.01. However, the minimum cash withdrawal is the lesser of \$10 or whatever is available (if this amount is less than \$10).
5. You may, at your discretion, refuse to pay funds demands from this account, but are not obligated to, nor shall you be liable for such refusal:



- a. When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
  - b. If "drawn by" means not authorized in advance by you.
  - c. If against checks presented over six (6) months past their creation date.
6. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR (Magnetic Ink Character Recognition) encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentionally, or inadvertently, you shall be under no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage to me of any kind.
  7. If you have made good faith payment to a holder, you may charge my account according to:
    - a. The original tenor of my check, or
    - b. The tenor of my completed check unless you have noticed that any such completion is improper.
  8. I, or any other person authorized to draw on the account, may order the stop payment of any check payable against my account, provided my request is timely (prior to your paying, certifying, or accepting the check) and affords you a reasonable opportunity to act upon it under your rules. An oral stop pay request is valid for fourteen (14) calendar days and must be confirmed in writing within the fourteen (14) calendar days. A stop payment fee will be assessed for each stop payment as set forth in your Service Charges and Fee Schedule. Written stop payment orders shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. In the event payment is made contrary to a binding stop payment order, I would have the burden of establishing the fact and amount of loss.
  9. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. I/we shall notify you if any of us die, become incapacitated or our organization is dissolved.
  10. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
    - a. Any holder in due course on the check against the drawer or maker;
    - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
    - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

11. You may without liability accept, pay, guarantee or charge checks to the account in any order convenient to you.
12. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.
13. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
14. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
15. I may authorize all checks from my checking account(s) to be cleared pursuant to a separate written Automatic Overdraft Protection Request form which I must execute. Unless otherwise requested, overdrafting will occur first from my Membership Savings account and then from my Online Savings account (if any) and then from my Credit Card account (if any). I understand that such transfers from the Membership Savings will be made in the amount of the overdrafts or all funds available, and from the Credit Card in the amount of the overdraft. (Cash advance fees apply.) I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand.

**Example statement on Privilege Pay:** If the account is overdrawn through use of Privilege Pay, a fee will be charged per item and the overdrawn amount is due within fifteen (15) days.

- 15(a) Privilege Pay - If eligible and subject to your approval you will provide me with Privilege Pay, a courtesy payment service that provides additional overdraft coverage on my checking accounts, to protect against Non-Sufficient Funds. Privilege Pay service covers overdrawn checking account transactions, including checks, ACH electronic payments, internet, ATM withdrawals and merchant debit purchases – up to a designated limit. I may be granted a limit of up to \$1,000.00, if I have Direct Deposit being processed through one of my accounts. The maximum limit that any one individual and/or their affiliated business may have is a maximum of \$2,000.00 in the aggregate including multiple accounts, memberships and/or share draft accounts. If I do not have Direct Deposit (or my Direct Deposit is discontinued), my maximum Privilege Pay limit will be \$200.00. I may move from a \$200.00 to a \$1,000.00 limit (or vice versa) every 31 days based on the presence of the appropriate ACH credit. Privilege Pay allows for my account to go negative, however if my account remains negative for 15 days or more, Privilege Pay will be suspended on all eligible accounts. You will charge Privilege Pay Service Charges and Overdrawn Account fees (see Service Charges and Fee Schedule) up to a daily maximum (see Service Charges and Fee Schedule). Once the daily maximum has been reached, I will not be charged for additional items clearing against that account. The daily maximum is cumulative for both Privilege Pay service charges and overdrawn accounts fees.

If my account is in good standing, I will be automatically set up for Privilege Pay. However, Federal regulations requires me to “opt-in” to Privilege Pay

Overdraft for Debit Card transactions. Purchases made with my Debit Card or withdrawals made at an ATM may be declined if funds are not available in my checking or other overdraft accounts and I have not opted in to Privilege Pay. Checks and ACH items may still be paid without this request. (See "Opt-In Your Right to Request Privilege Pay Overdraft for One-Time Debit Transactions".)

16. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts (for which all of us shall be liable) and endorsement of checks payable to any signer of this account.
17. No funds in this account may be pledged by any or all of said owner(s) as security for any loan(s).
18. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft any of our savings or loan accounts (including accounts on which we are joint owners except Individual Retirement Accounts and Health Savings Accounts).
19. If this is an ORGANIZATION account (i.e., corporate, partnership or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
20. I will notify you immediately if my checks are lost or stolen.
21. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my Checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the current Service Charges and Fee Schedule. I will be responsible for any checks printed by an outside vendor, if I do not have my checks printed through the Credit Union. If these checks require manual clearing, I may incur a fee.
22. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. I may request and you will provide me with a legible copy of a requested item within a reasonable time. You will not charge me for the first two copies of items I request on any statement. Additional copies will be subject to an assessment of a fee as set forth in your Service Charges and Fee Schedule. Copies of checks are also available online through Online Banking at no charge. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
23. You may charge against my account a post-dated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. You may charge a fee for this service, as set forth in the Service Charges and Fee Schedule. Notice must be written. The notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee as set forth in your Service Charges and Fee Schedule may be assessed for this service.

## **TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS**

1. The minimum balance required to open this account is \$1,000.
2. I must maintain a minimum daily balance of \$1,000 in my account each day to obtain the disclosed Money Market Annual Percentage Yield. Balances under \$1,000 will earn the disclosed Membership Savings APY.
3. The minimum amount I may withdraw, transfer or write a check for is \$250 or whatever is available.
4. Preauthorized, automatic, or telephone withdrawals or transfers are limited to six (6) per month. However, check withdrawals to myself or transactions done in person are unlimited.
5. I may not pledge any of the funds on deposit in the account as security for any loan(s).

## **TERMS AND CONDITIONS APPLICABLE TO CLUB ACCOUNTS: Holiday Club, My Account, Rainey Day and Tax Saver**

1. These accounts have no minimum balance requirement.
2. Deposits may be made in any manner.
3. Withdrawals:
  - a) **Holiday Club:** Annual distribution is during the first full week after November 5th.
  - b) **My Account:** Withdrawals are permitted once per calendar year.
  - c) **Rainy Day Savings** is an interest earning savings account with tiered rates/APY when funded via recurring ACH deposit or other qualifying external funds. Dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the Dividend period. Interest earned will be credited to the account at the end of the statement period. This account is limited to two withdrawals per calendar year, each withdrawal in excess of this amount will incur an excessive withdrawal fee that must be paid at the time of the withdrawal. This account does not qualify for withdrawal access via debit or check and does not support transactions originating via VRU, online banking, mobile banking, or ATMs. This account does not qualify for overdraft protection. Account holder must be a member with a regular share account who is in good standing.
  - d) **Tax Saver:** Account is designed to assist me in saving for quarterly tax liabilities. The account will allow me to choose my payout dates, four (4) times per year. They do not have to be quarterly, i.e. there are no restrictions to which four (4) days are chosen but there has to be four (4). The actual day may be selected by me, however you recommend the following four (4) dates to correspond with the IRS's quarterly payment schedule: January 5th, April 5th, June 5th, and September 5th. The available balance in the account will be transferred to my Checking Account or to the Membership Savings Account. Sub-accounts are NOT allowed. The account cannot be used as a source for overdraft. No Debit Card will be issued for this account.
4. Additional withdrawals and/or distributions from Club Accounts, including account closure are subject to additional fees. (See Fee Schedule.)

## **TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS**

1. The minimum balance required to open and retain this account is

\$1,000. (Minimum may be waived by Credit Union for promotional purposes such as Kids Accounts).

2. Share Certificate accounts require that the minimum balance be held for the minimum term in order to earn dividends at the dividend rate applicable to the type of account chosen. Dividends may be withdrawn at any time without penalty. Any such withdrawal will reduce the Annual Percentage Yield.
3. Payment of dividends will be declared and paid monthly on the last day of each month and at maturity. Dividends will be calculated daily on the principal amount in the account plus any dividends previously paid and not withdrawn. No additional deposits are permitted.
4. Except as expressly permitted below, a substantial penalty is required for early withdrawal.
5. No penalty is assessed for a withdrawal prior to maturity:
  - a. Subsequent to the death of any owner of the account.
  - b. As a result of the voluntary or involuntary liquidation of the Credit Union.
  - c. As a result of the voluntary or involuntary liquidation of the Credit Union.
  - d. As a result of the owner's disability.
6. In the event of an early withdrawal which reduces the principal balance below the minimum balance, the account will be cancelled and the penalty imposed on the entire principal balance.
7. In the event of an early withdrawal which does not reduce the principal balance below the minimum required, the penalty will be imposed only upon the amount withdrawn and the account need not be cancelled.
8. Penalties are imposed on the following basis:
  - a. A forfeiture of dividends equal to one half of the remaining term of the account's daily dividends on the amount withdrawn, or 90 days of dividends on the amount withdrawn, whichever is greater, if the minimum term is one year or less, or
  - b. A forfeiture of dividends equal to one half of the remaining term of the account's daily dividends on the amount withdrawn, or 180 days of dividends on the amount withdrawn, whichever is greater, if the minimum term is more than one year.
9. Penalties imposed against accounts on which dividends have been withdrawn may result in a reduction of principal.
10. If a withdrawal or liquidation of the account is done within seven (7) days of the initial deposit, a dividends penalty equal to dividends earned on the amount withdrawn will be charged.
11. Certificates will automatically renew at maturity unless I request otherwise. I have up to seven (7) days to cancel the renewal without penalty to the principal.
12. Federal Law prohibits the guarantee of dividends as dividends are based upon available earnings at the end of a dividend period.
13. I may pledge any portion or up to 95% of funds on deposit in a non IRA, non-HSA account as security for any loan(s) subject to current loan policies.

## **TERMS AND CONDITIONS APPLICABLE TO YOUTH TERM SHARE (CERTIFICATE) ACCOUNTS**

1. The minimum balance required to open and retain this account is \$100 for Kids accounts, and \$250 for Teens and Young Adults. I may make up to six (6) additional deposits per term without affecting the

maturity date or rate. The minimum deposit amount is \$25 for Kids accounts and \$100 for Teens and Young Adults.

2. Share Accounts require that the minimum balance be held for the minimum term in order to earn dividends at the dividend rate applicable to the type of account chosen. Dividends may be withdrawn at any time without penalty. Any such withdrawal will reduce the Annual Percentage Yield.
3. Payment of dividends will be declared and paid on the last day of each month and at maturity. Dividends will be calculated on the principal amount in the account plus any dividends previously paid and not withdrawn. Except as expressly permitted below, a substantial penalty is required for early withdrawal.
4. Subject to the following, no penalty is assessed for a withdrawal prior to maturity:
  - a. Subsequent to the death of any owner of the account.
  - b. As a result of the voluntary or involuntary liquidation of the Credit Union.
  - c. As a result of the owner's permanent disability.
5. In the event of an early withdrawal which reduces the principal balance below the minimum balance, the account will be cancelled and the penalty imposed on the entire principal balance.
6. In the event of an early withdrawal which does not reduce the principal balance below the minimum required, the penalty will be imposed only upon the amount withdrawn and the account need not be cancelled.
7. Penalties are imposed on the following basis:
  - a. A forfeiture of dividends equal to one half of the remaining term of the account's daily dividends on the amount withdrawn, or 90 days of dividends on the amount withdrawn, whichever is greater, if the minimum term is one year or less, or
  - b. A forfeiture of dividends equal to one half of the remaining term of the account's daily dividends on the amount withdrawn, or 180 days of dividends on the amount withdrawn, whichever is greater, if the minimum term is more than one year.
8. Penalties imposed against accounts on which dividends have been withdrawn may result in a reduction of principal.
9. If a withdrawal or liquidation of the account is done within seven (7) days of the initial deposit, a dividends penalty equal to dividends earned on the amount withdrawn will be charged.
10. Certificates will automatically renew at maturity unless you request otherwise. You have up to seven (7) days to cancel the renewal without penalty to the principal.
11. Federal Law prohibits the guarantee of dividends as dividends are based upon available earnings at the end of a dividend period.
12. You may pledge any portion or up to 95% of funds on deposit in a non-IRA, non-HSA account as security for any loan(s) subject to current loan policies.
13. The terms and conditions of this account are subject to the authorization and signature of the authorized legal account custodian.

## **TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS**

1. Available IRA accounts are traditional IRAs, SEP IRAs, and Roth IRAs. IRAs may be contributory, spousal, rollover, or transfer, as applicable.

2. Contributory IRAs require a payroll deduction of \$20 or more per month, or a minimum initial deposit of \$100. IRA certificates require a minimum balance of \$1,000. See "Terms and Conditions Applicable to Term Share (Certificate) Accounts."
3. Additional deposits are permitted to the contributory IRAs (variable share accounts) only.
4. All deposits are assumed to be for the tax year in which they are received by the Credit Union unless I request otherwise.
5. I may not pledge any of the funds on deposit in this account as security for any loan(s).
6. A substantial penalty may be required for withdrawal.
7. No penalty is assessed for a withdrawal:
  - a. Subsequent to my reaching the age of 59½.
  - b. Subsequent to the death of the owner of the account pursuant to Article III, Section 5(e) of the Federal Credit Union Bylaws.
  - c. As a result of the voluntary or involuntary liquidation of this Credit Union.
8. In addition to the above penalties, certain federal and state penalties apply to amounts withdrawn from Individual Retirement Accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.

#### **TERMS AND CONDITIONS APPLICABLE TO EDUCATION SAVINGS ACCOUNTS**

1. Coverdell Education Savings Accounts (ESA) may be contributory, rollover, or transfer.
2. Contributory ESAs require a payroll deduction of \$20 or more per month, or a minimum initial deposit of \$100. ESA certificates require a minimum balance of \$1,000. See Terms and Conditions Applicable to Term Share (Certificate) Accounts.
3. Additional deposits are permitted to the contributory ESAs (variable share account) only.
4. All deposits are assumed to be for the tax year in which they are received by the Credit Union unless I request otherwise.
5. I may not pledge any of the funds on deposit in this account as security for any loan(s).
6. The Education Savings Account must be closed no later than thirty (30) days after the owner/beneficiary reaches the age of thirty (30). Funds will be transferred to the Membership Savings unless rolled over to an Education Savings Account of another family member of the owner/beneficiary
7. In addition to the above penalties, certain federal and state penalties may apply to amounts withdrawn from Coverdell Education Savings Accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.

#### **TERMS AND CONDITIONS APPLICABLE TO HEALTH SAVINGS ACCOUNTS**

1. Health Savings Accounts (HSAs) are tax-favored consumer savings arrangements for individuals and families. HSAs are subject to the terms and conditions of the HSA Application signed and executed by me.

## WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

### For this type of account:

1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gift to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee)  
b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship

### For this type of account:

7. A valid trust, estate or pension trust
8. Corporate
9. Association, club, religious, charitable, educational or other tax-exempt organization
10. Partnership

<sup>1</sup>I must show my individual name, but I may also enter my business or "doing business as" name.

2. To be eligible, I must be (all of the following):

- Covered under a High Deductible Health Plan\* (HDHP) on the first day of the month
- Not covered by any health plan that is not an HDHP
- Not enrolled in Medicare
- Not able to be claimed as a dependent on another person's tax return
- Determined to be eligible on a monthly basis

A health plan is an HDHP if the plan satisfies the annual deductible and out-of-pocket expense requirements for single or family coverage as set forth in the Medicare Prescription Drug and Modernization Act of 2003.

3. Deposits may be made in any manner. Regular contributory HSA requires a minimum opening deposit of \$20 or a minimum payroll deduction of \$20 per month. (HSAs with payroll deductions can be opened with a zero balance). Transfer of an HSA has no minimum requirement in order to open the account.
4. Withdrawals/Distributions may be made in the form of teller line cash/check withdrawal, Share Draft or HSA Visa Check Card Debit Card. Additionally I may transfer funds from the HSA to another share account or Credit Card that was used to pay for qualified medical expenses. Withdrawals from the account will be considered distributions and will be reported as being for qualified medical expenses.
  - a. I may authorize another individual to make withdrawals from my HSA
  - b. All withdrawals are subject to the same terms and conditions of other share accounts including check processing (see share drafts).
5. I may not pledge any of the funds on deposit in the account as security for any loans(s).
6. HSA deposits, withdrawal limitations, reporting requirements along with premium and deductible requirements of a qualifying HDHP will be subject to federal and state laws and indexed annually by the IRS for periodic cost-of-living increases which are incorporated by this reference.



**Give the name and SOCIAL SECURITY NUMBER of:**

	The individual
	The actual owner of the account or, if combined funds, the first individual on the account
	The minor
	The grantor-trustee The actual owner
	The owner <sup>1</sup>
<b>Give the name and EMPLOYER IDENTIFICATION NUMBER of:</b>	
	Legal entity (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title)
	The corporation
	The organization
	The partnership

**ROUND IT UP SAVINGS PROGRAM**

The Round It Up Savings Program is a FREE service to Farmers Insurance Federal Credit Union members:

1. Round It Up transfers will only apply to debit card transactions.
2. Each time I use the debit card to make purchases, the transaction is rounded up to the nearest dollar.
3. Each business day, the rounded up amounts are transferred from my designated checking account to my designated savings account.
4. Any transaction made after I enroll will be eligible for the Round It Up program.
5. This program is only effective if I have enough funds to cover the affected transactions including the debit and the funds to round it up to the next dollar value.
6. Overdraft of funds will not be used to effect this service.
7. I may review my Round It Up transactions or on my monthly statement.
8. Reversal of the posting transaction, including but not limited to, return of product or merchandise to a point of sale and provisional credit with the transaction being credited back to the debit card will not affect the Round It Up transaction. That transaction will not be reversed.
9. Round It Up transfers will apply to transactions for multiple debit cardholders of joint checking accounts.
10. Round It Up transfers must be made within the same member number. Transfers will be made to Membership Savings Account under the same member number.
11. I may opt-out from the program at any time by contacting the Credit Union with my request either in writing, by phone or in person.

### **III. INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)**

(Section References are to the Internal Revenue Code)

#### **PURPOSE OF CERTIFICATION**

A person (such as the Credit Union) who is required to file an information return with the IRS must get my correct taxpayer identification number (TIN) to report income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an individual retirement arrangement (IRA).

I must use Form W-9 to furnish my correct TIN to you, and, when applicable, (1) to certify that the TIN I am giving is correct (or that I am waiting for a number to be issued), (2) to certify that I am not subject to backup withholding, or (3) to claim exemption from backup withholding if I am an exempt payee.

Giving my correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**NOTE:** If you give me a form other than a W-9 to request my TIN, I must use your form, if it is substantially similar to Form W-9.

#### **WHAT IS BACKUP WITHHOLDING**

Persons making certain payments to me must withhold and pay to the IRS. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If I give you my correct TIN, make the appropriate certifications, and report all my taxable interest and dividends on my tax return, my payments will not be subject to backup withholding.

Payments I receive will be subject to backup withholding if:

1. I do not furnish you with my TIN; or
2. The IRS tells you that I furnished an incorrect TIN; or
3. I am told by the IRS that I am subject to backup withholding because I did not report all my interest and dividends on my tax return (for reportable interest and dividends only); or
4. I do not certify to you that I am not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only); or
5. I do not certify my TIN. See the Specific Instructions section on the next page for exceptions. Certain payees and payments are exempt from backup withholding and information reporting. See the section entitled for Payees Exempt from Backup Withholding under Specific Instructions below if I am an exempt payee.

#### **HOW TO GET A TIN**

If I do not have a TIN, I should apply for one immediately. To apply, I must obtain Form SS-5, Application for a Social Security Number Card (for individuals) at the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for business and all other entities), from the local Internal Revenue Service office. I must complete and file the appropriate form according to its instructions.

## **PENALTIES:**

### **Failure to Furnish TIN**

If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

### **Civil Penalty For False Information With Respect to Withholding**

If I make a false statement with no reasonable basis that results in no imposition of backup withholding, I am subject to a \$500 penalty.

### **Criminal Penalty for Falsifying Information**

Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

### **Misuse of TINs**

If you disclose or use TINs in violation of Federal law, you may be subject to civil and criminal penalties.

## **SPECIFIC INSTRUCTIONS**

### **Name**

If I am an individual, I must generally enter the name shown on my Social Security card. However, if I have changed my last name, for instance, due to marriage, without informing the Social Security Administration of the name change, I may enter my first name, the last name shown on my Social Security card, and my new last name.

### **Sole Proprietor**

I must furnish my individual name and either enter my Social Security Number (SSN) or Employer Identification Number (EIN) (The IRS prefers the SSN.) I may also enter my F name or "doing business as" on the business name line. I will enter my name(s) as shown on my Social Security card and/or as it was used to apply for my EIN on Form SS-4.

### **Taxpayer Identification Number (TIN)**

I must enter my TIN in the appropriate box. If I am a sole proprietor, I may enter my SSN or EIN. I will also see the chart below for further clarification of name and TIN combinations. If I do not have a TIN, I will follow the instructions under How to Get a TIN above.

### **For Payees Exempt From Backup Withholding**

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, I will see the separate Instructions for the Requester of Form W-9.

If I am exempt from backup withholding, I should still complete the form to avoid possible erroneous backup withholding. I will enter my correct TIN, write "Exempt" and sign and date the form. If I am a nonresident alien or a foreign entity not subject to backup withholding, I will give you a completed Form W-8BEN, "Certificate of Foreign Status."

### **Certification**

For a joint account, only the person whose TIN is shown on the Account Signature Card should certify his or her TIN.

- 1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983** I must give my correct TIN, but do not have to sign the certification.
- 2. Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983** I must sign the certification or backup

withholding will apply. If I am subject to backup withholding and am merely providing you with my correct TIN, I must check the box which indicates that I am subject to backup withholding.

**3. Real Estate Transactions**

I must sign the certification.

**4. Other Payments**

I must give my correct TIN, but I do not have to sign the certification unless I have been notified of an incorrect TIN. Other payments include payments made in the course of your trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a non-employee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by Me, Acquisition or Abandonment of Secured Property, or Cancellation of Debt, or IRA Contributions**

I must give my correct TIN, but I do not have to sign the certification.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**IV. (A) FUNDS AVAILABILITY POLICY FOR ACCOUNTS OTHER THAN CHECKING ACCOUNTS AND TERM SHARE (CERTIFICATE) ACCOUNTS**

You may place a hold for uncollected funds on any check or draft deposited to my account. Your Funds Availability Policy for Checking accounts (see Section B below) is hereby extended to all other share accounts. The hold periods described below are designed to protect against the possibility of an item being dishonored. If a hold is placed on any item, you will send me a notice, typically on the voucher/receipt, of when I may draw against the funds.

The following items are not subject to the Funds Availability Policy and the availability of funds on these items will be determined by you on a "case-by-case" basis:

1. If you receive notice that the item(s) has/have been or will be dishonored by an intermediary bank or depository institution on which it is drawn as defined by the California Uniform Commercial Code
2. If the item is deposited within thirty (30) calendar days of the opening of the account
3. Items for which you reasonably believe to be uncollectible including but

not limited to those cases where the drawer or drawee has become or is reasonably believed will become, subject to bankruptcy, receivership or similar proceedings, or when you believe that a fraud or kiting situation exists

4. Items drawn on an office located outside of the United States
5. If the item is subject to processing delay, that is, presentment delay, a mutilated item, a counter check, or an improperly encoded item
6. Items of \$2,500 or more, other than an item drawn on the Credit Union.
7. Items deposited to an account which, within a six (6) month period, has been overdrawn or subject to be overdrawn on three (3) separate occasions excluding accounts with overdraft privileges unless the credit line has been exceeded

If an item, such as an insurance draft, a dealer draft or a check drawn on a foreign bank is presented to you, it will be handled as a collection item. When an item submitted for collection is finally and irrevocably paid, you will credit my account.

Any delay by you beyond the time limits prescribed shall be excused if caused by interruption of communication facilities, suspension of payments by a bank or savings institution, emergency conditions or other circumstances beyond your control provided that you exercise such diligence as the circumstances required.

In no event does the above policy affect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

## **(B) FUNDS AVAILABILITY POLICY FOR CREDIT UNION CHECKING ACCOUNTS**

Your policy is to delay the availability of CERTAIN funds that I deposit in my CHECKING account. During the delay, I may not withdraw the funds in cash and you will not use the funds to pay checks that I have written or pay Automated Clearing House (ACH) or Point-of-Sale purchase debits.

### **DETERMINING THE AVAILABILITY OF A DEPOSIT**

The length of the delay is counted in business days from the day of my deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If I make a deposit before 3:00 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 3:00 p.m. or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

### **DEPOSITS MADE AT THE CREDIT UNION SAME-DAY AVAILABILITY**

Funds from the following deposits are available on the business day of my deposit:

1. U. S. Treasury checks that are payable to me
2. State and local government checks that are payable to me
3. Wire transfers, including preauthorized credits, such as Social Security benefits, direct deposits, and payroll payments
4. Any check issued to me by Farmers Insurance Group of Companies, such as payroll, profit sharing, dividend, etc.
5. Cashier's, certified, and teller's checks that are payable to me
6. Traveler's checks
7. Checks drawn on the Credit Union
8. Cash
9. Federal Reserve Bank checks, Federal Home Loan Bank checks, and

postal money orders, if these items are payable to me

10. Personal checks up to \$1,000, provided I am on one of your "net check" programs
11. Personal/business checks up to \$225
12. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collections in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open.

### **OTHER CHECK DEPOSITS**

To find out when funds from other check deposits will be available, your policy is to make funds from checks available as follows:

1. The first \$225 checks will be available on the first business day after the day of my deposit.
2. Funds exceeding \$225 from checks will be available on the second business day after the day of my deposit. (However, longer delays may apply. See below.)

### **LONGER DELAYS MAY APPLY**

Funds I deposit by check may be delayed for a longer period under the following circumstances:

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$5,525.00 on any one day.
3. I redeposit a check that has been previously returned unpaid.
4. I have overdrawn my account repeatedly in the last six months.
5. There is an emergency such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any reason, and you will tell me when the funds will be available. This notice will typically be printed on the voucher/receipt. Funds will generally be available no later than the seventh business day after the day of my deposit. Longer delays with legitimate business need may apply.

### **SPECIAL RULES FOR NEW ACCOUNTS.**

If I am a new member, the following special rules will apply during the first 30 days my account is open: Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,525.00 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than U.S. Treasury check) is not made in person to one of your employees, the first \$5,525.00 will not be available until the second business day after the day of my deposit.

Funds availability from all other check deposits will be determined on a case-by-case basis. I will refer to the voucher/receipt to know when funds will be available.

### **DEPOSITS MADE AT SHARED BRANCH SERVICE CENTERS**

Funds from the following deposits are available on the business day of my deposit

1. Cash
2. Government checks that are payable to me
3. Federal Reserve Bank or Federal Home Loan Bank checks if these items are payable to me
4. Traveler's checks

See previous sections Other Check Deposits, Longer Delays May Apply, and Special Rules for New Accounts for funds availability of other checks deposited. You may grant access to funds earlier the prescribed above subject to your agreed upon service agreements.

### **DEPOSITS MADE AT ATMs**

1. If my deposit of cash or checks is made at an ATM displaying THE CO-OP logo, the funds may not be available until the fifth business day after the day of my deposit.
2. If my deposit of cash or checks is made at an ATM displaying the Farmers Insurance Federal Credit Union name, funds listed under Same Day Availability, may not be available until the second business day after the day of my deposit. See the previous sections Other Check Deposits, Longer Delays May Apply, and Special Rules for New Accounts for funds availability of other checks deposited.
3. Negotiable Instruments should be made payable to member exactly as appears on Credit Union issued debit card.

### **(C) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS**

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear and unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

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

In the event that I draw a check on my Checking or Loan account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold you harmless and indemnify you from any liability due to such delay or misrouting.

### **ABUSIVE MEMBER POLICY**

#### **PURPOSE**

The purpose of this Board of Directors approved policy is to protect the wellbeing of employees and members of Farmers Insurance Group Federal Credit Union. This policy is not enacted to restrict the rights and freedoms of members to conduct business with the Credit Union, but rather to address certain unacceptable actions of individuals and/or their conduct in order to assure the rights and protections of Farmers Insurance Federal Credit Union's employees and members.

The Board of Directors hereby grants the President/CEO and designated Senior Management the authority to exercise the guidance found in the Federal Credit Union Act as referenced in this policy to restrict services and/or certain membership privileges of any member found to be in violation of this policy.

## **POLICY**

### **EXPULSION OF MEMBER**

Farmers Insurance Group Federal Credit Union shall comply with Section 118 of the FCU Act (12 U.S.C. §1764) which provides the two exclusive methods for expulsion of members of Farmers Insurance Group Federal Credit Union who have prepared, adopted and executed in duplicate bylaws consistent with the Credit Union Act for the general governance of the Credit Union. The method of expulsion is outlined as follows:

1) A member may be expelled by a two-thirds vote of the members of a Federal Credit Union present at a special meeting called for the purpose, but only after opportunity has been given the individual to be heard. Expulsion or withdrawal will not operate to relieve a member of any liability to the Credit Union. All amounts paid in on shares by expelled or withdrawing members, before their expulsion or withdrawal, will be paid to them in the order of their withdrawal or expulsion, but only as funds become available after deducting any amounts due to the Credit Union.

### **RESTRICTION/SUSPENSION OF SERVICES**

Restriction/suspension of services to a member is allowed and the Credit Union will take action to include, but not limited to:

Restrictions as to the amount and type of Farmers Insurance Federal Credit Union accounts and services that will be made available,

The member may only maintain the basic share savings membership.

The member retains their voting rights at the annual meeting and special called meetings.

All other Credit Union accounts and services may be denied such as:

Debit Cards, Term Share Certificates, Checking Accounts, Credit Cards, Direct Deposits, All Types of ACH and EFT Transactions, IRAs, Loans, Money Markets, Official Checks, All Other Electronic Services and Products.

Failure of a member to maintain the requirements necessary for Farmers Insurance Federal Credit Union Membership.

A member who has caused Farmers Insurance Federal Credit Union to incur a financial loss. (Exceptions: "Identity Theft" and/or "Account Takeover" when it is proven not to be subject member's fault)

A Member committing certain acts against:

A Credit Union Employee, Officer, Director, or another Credit Union Member,

Any person, or their property, on the premises of the Credit Union, or

Any time while the person against whom the act is committed is in the performance of their duties for the Credit Union, whether or not on Farmers Insurance Federal Credit Union's premises or line of communication.

Denial of services which involve personal contact with Credit Union employees.

### **DENIAL OF ACCESS TO CREDIT UNION PREMISES**

Taking of other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the NCUA Rules and Regulations, or the Credit Union's bylaws.

Expulsion, withdrawal, restriction and suspension of Credit Union services and products do not operate to relieve a member of any liability to this Credit Union. All amounts paid in on shares by expelled or withdrawing members, before their expulsion or withdrawal, will be paid to them in the order of their withdrawal or expulsion, but only as funds become available



and only after deducting any amounts due to this Credit Union.

## **ABUSIVE CONDUCT**

The following acts are considered good cause for restriction and/or termination of Credit Union membership privileges when the member engages in one or more instances of:

Any type of harassment, including age, sexual, gender, ethnic, or racial harassment, making racial or ethnic slurs, engaging in sexual misconduct, making sexual overtures;

making sexual flirtations, advances or propositions;

engaging in verbal abuse of a sexual, racial or ethnic nature;

making graphic or degrading comments/sounds about an individual or his or her appearance;

displaying sexually suggestive objects or pictures;

engaging in offensive or abusive physical contact;

making false, vicious or malicious statements about any Credit Union employee or the Credit Union and its services, operations, policies, practices or management;

using profane, abusive, intimidating or threatening language towards Credit Union employees or fellow members;

making or suggesting threats of bodily harm or property damage to an employee or their family members;

attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time;

conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind, involving Credit Union employees or Credit Union services;

any posting, defacing or removing notices or signs on Credit Union premises;

appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union;

immoral conduct or indecency on Credit Union premises;

deliberate or repeated violations of security procedures or safety rules;

any implied threats, however communicated, whether in person, by telephone, in writing, by telephonic transmission, SMS text, email, Internet or any other electronic means;

Where appropriate the Credit Union will establish policies and post signs to prohibit open or concealed weapons inside a branch or on Branch Property, as a matter of private property rights. exhibition of force, or possession of weapons (whether visually verified or presumed to be carried, (i.e. gun belt or holster, bullet cartridges, or knife sheath) on any kind on Credit Union premises except for on-duty law enforcement officers or security officers.

Possession, use or being under the influence of drugs or alcoholic substances on Credit Union premises.

Should Credit Union Management find that further actions are warranted, additional steps may be taken which could result in law enforcement involvement, legal action and/or prosecution.

## **DENIAL OF SERVICES POLICY**

It is the policy of Farmers Insurance Federal Credit Union to deny all Credit Union benefits (except for allowing members the right to vote and

maintain basic share accounts) to any person who causes the Credit Union to suffer a financial loss as a result of the following:

1. A breach of the terms and/or conditions of a written agreement between the individual(s) and the Credit Union, and/or
2. A person's failure to adhere to the Credit Union's requirements in the use of checking, ATMs, credit cards, debit cards or other services; and/or
3. A breach of any Credit Union policy.

The denial of benefits shall include, but is not limited to, the following:

1. The privilege to any services at the Credit Union.
2. The privilege to maintain a Credit Union share draft (checking) account.
3. The privilege to be a co-signer or co-owner on any depository account, including but not limited to, share certificates, share draft (checking) accounts, share accounts, money market accounts, IRA accounts, and any other depository accounts available at the Credit Union.
4. The privilege to purchase Credit Union Over-the-Counter checks, Cashier's Checks and Money Orders.
5. The privilege to maintain more than one basic share account (the basic share account shall not earn interest if permitted by the Truth in Lending Disclosure and to the extent permitted by law).
6. The privilege to have a Credit Union debit card.
7. The privilege to have a Credit Union credit card.
8. The privilege to have a Credit Union overdraft protection or Privilege Pay (Courtesy Pay) on any account.
9. The privilege to borrow money from the Credit Union or take an advance from an open line of credit (please see exceptions).
10. The privilege to be a co-owner or co-signer or co-borrower on any new Credit Union loan account.
11. The privilege to wire funds to or from the Credit Union.
12. The privilege to use or have access to Online Banking, Mobile Banking, Bill Pay, and/or any electronic services at or through the Credit Union.
13. The privilege to use or have access to Credit Union automatic deductions, folio deductions, payroll deductions, and/or any other deposit services.
14. The privilege to use or have access to ACH payments or deposits.
15. The privilege to use the Credit Union Shared Branch Network to transact business at Farmers Insurance Federal Credit Union.
16. The privilege to have a Credit Union IRA or other retirement account.
17. The privilege to discounts given to Credit Union members by third parties, as a result of Credit Union membership.
18. The privilege to negotiate third party checks at the Credit Union.

## FARMERS INSURANCE FEDERAL CREDIT UNION ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words **I, me, mine, my, us,** and **our** mean each and all of those (whether one or more persons) who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words **your, you, yours,** and Credit Union mean Farmers Insurance Federal Credit Union.

Electronic Funds Transfer refers to any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the Credit Union to debit or credit a deposit account.

This includes the following services:

1. Automated Teller Machine (ATM) transfers (includes deposits, withdrawals, credit card cash advance).
2. Point-of-sale transfers
3. Transfers initiated by telephone (Voice Response–FONLINE)
4. Transfers resulting from debit card transactions, whether or not initiated through an electronic terminal
5. Transfers initiated through a personal computer or mobile device including "Bill Pay".
6. Transactions that are processed through the Automated Clearing House (ACH) network. These transactions may include the following: Direct deposits to an account from payroll, pension, Social Security, IRS, or other companies, recurring debits initiated by a payee, check conversion entries, transactions authorized over the phone, or transactions authorized via the Internet. This list of examples is not inclusive, and the ACH network may add capability to address different types of transactions in the future.

The above #1-#5 electronic services are accessed by means of a card and/or a code (PIN or password). My acceptance, retention, or use of a card or code constitutes an agreement between you and me as described below. All transactions which would otherwise require my signature, or other authorized signature, shall be valid and effective as if signed by me when accomplished through use of a card or code.

I understand that my accounts or any Credit Union access device may not be used for any illegal activity.

I understand that the agreements, terms, conditions, rules and regulations applicable to any accounts accessed remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

### **BUSINESS DAYS**

Your business days are Monday through Friday, 7:30 a.m. to 3:30 p.m. PT. Holidays are not included. The above (1-5) electronic transactions are generally available twenty-four (24) hours a day, seven (7) days a week.

Transactions accomplished after the close of normal business each day shall be posted on your next business day, but may be effective-dated to the date of the transaction. Electronic transfers set up to take place on a non-business day will occur on the next business day.

### **MEMBER'S LIABILITY**

I must tell you at once if I believe my card or code has been lost or stolen. Telephoning is the best way of keeping my possible losses down. I could lose all the money in my account, plus my maximum overdraft line of credit.

If I believe my card/code has been lost or stolen, and I tell you within two (2)

business days after I learn of the loss or theft, I can lose no more than \$50 if someone used my card/code without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my card or code, and you can prove you could have stopped someone from using my card/code without my permission if I had told you, I could lose as much as \$500.

Also, if my statement shows transfers that I did not make, I will tell you at once. If I do not tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

### **Exception for Visa Point-of-Sale Transactions.**

I will have no liability for unauthorized transfers on a lost or stolen Visa check card. I will have no liability for unauthorized transfers not involving a lost or stolen Visa check card if I provide proper notification of the unauthorized transfer, that is, within sixty (60) days of your having sent a statement showing the unauthorized transfers. You may require me to provide a written statement regarding claims of unauthorized transactions. These exceptions do not apply to Visa check card transactions at an ATM. These limitations may be exceeded to the limit allowed by federal or state law if the Credit Union determines that I was grossly negligent or fraudulent in handling my account or card.

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

I am fully liable for an electronic funds transfer from my account initiated by a person to whom I furnished my card and/or code or other access to my account, even if such person exceeds the authority given, unless I have notified you that transfers by that other person are no longer authorized.

### **TELEPHONE NUMBERS AND ADDRESSES**

If I believe my card or code has been lost or stolen or that someone has transferred or may transfer money from my account without my permission, or in case of errors or questions about my electronic transfers, I will call you at:

**323.209.6000 or 800.877.2345**

Or write you at:

**Farmers Insurance Federal Credit Union**

**P.O. Box 2723, Torrance CA 90509**

To report lost or stolen cards after business hours, I will immediately call:

**800.877.2345 or 888.241.2510 for international**

### **ERROR RESOLUTIONS**

I must call or write you as soon as possible, if I think my statement or receipt is wrong, or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you sent me the FIRST statement on which the problem or error appeared. I will:

1. Tell you my name and account number,
2. Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information, and
3. Tell you the dollar amount of the suspected error.

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

You will tell me the results of your investigation within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will provisionally credit my account within ten (10) business days for the amount I think is in error, so

that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may choose not to provisionally credit my account during the additional time that may be required to investigate my complaint or question.

**Exception.** You have up to twenty (20) business days to provisionally credit my account if the notice of error involves an electronic fund transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e., a new account). For new account transactions, or foreign-initiated transactions, or resulting from point-of-sale debit card transactions (including all debit card transactions), those for cash only, at merchants' POS terminals, and also including mail and telephone orders), you may take up to ninety (90) calendar days to complete your investigation.

**Visa Debit Card Exception.** You will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers.

If you decide there was no error, you will send me a written explanation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

If an Automated Clearing House (ACH) transaction (preauthorized recurring transfer) takes place that I did not authorize (never authorized, or previously authorized but cancelled, or authorized but for a different amount or different date), you must hear from me as soon as I am aware of the unauthorized transfer, or within sixty (60) days of your sending the periodic statement showing the unauthorized or erroneous entry. If I tell you orally, you require me to give or send you a signed "written statement of unauthorized debit".

**ACH activity on Corporate Accounts** - For corporate accounts, the rights and obligations of a party with regard to a credit entry subject to UCC-Article 4A shall be construed in accordance with and governed by the laws of the State of California. You are not required to give next day notice to me of receipt of an ACH item and you will not do so. However, you will continue to notify me of the receipt of payments in my monthly statement. For unauthorized or improper ACH debits to a corporate account, I, as the corporate account holder, must notify you of the unauthorized or improper transaction on the date that the transaction settles to the account. Notification must be in writing. If I do not notify you of the unauthorized transaction on the settlement date of the transaction, you will make a good faith effort to return the unauthorized transaction. However, you will make no warranties or guarantee regarding the return, and will not be responsible for any loss suffered by myself, account holder, due to unauthorized activity where timely notification is not given.

## **CREDIT UNION LIABILITY**

If you do not complete a transfer to or from my account on time or in the correct amount according to your agreement with me, you may be liable for my losses or damages. However, there are some exceptions. You will not be liable, for instance:

1. If, through no fault of yours, I do not have enough money in my account to make the transfer
2. If the transfer would go over the credit limit of my overdraft line
3. If the ATM where I am making the transfer does not have enough cash
4. If the terminal or system was not working properly and I knew about the breakdown when I started the transfer
5. If circumstances beyond your control (such as fire or flood) prevent the transfer, despite reasonable precautions that you have taken
6. If you have received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an Automated Clearing House, or a terminal owner)
7. If my card or code has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my code has been repeatedly entered incorrectly

8. If the funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment (e.g., Regulation D restrictions)
9. If failure to complete the transaction is done to protect the security of my account or the electronic terminal system
10. If I enter incorrect data while conducting an electronic transaction
11. If the pre-notification of a preauthorized transfer has been rejected by the receiving depository financial institution or the Automated Clearing House
12. If the pre-authorized transfer describes the receiver inconsistently by name and account number and the transmittal is completed based on the account number only
13. If mail service is delayed or the payee does not process the payment correctly or in a timely manner, or if Bill Pay mortgage payments are entered with a due date later than the first of the month.

## **CONFIDENTIALITY**

You will disclose information to third parties about my account or the transfers I make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant, or
3. In order to comply with a government agency or court orders, or
4. If I give you my verified authorization.

## **FEES**

Any fees charged will be deducted from my Checking or Membership Savings account. Fees are stated on the Service Charges and Fee Schedule.

## **TYPES OF TRANSFERS AND LIMITATIONS**

### **Automatic Overdraft**

I may make transfers (withdrawals, cash advances, payments) only to the extent that I have funds available in my deposit account(s), plus funds in my overdraft line of credit, if any. Unless otherwise requested, overdrafting will occur first from my Membership Savings account and then from my Credit Card account, if any. Any other choice of automatic overdraft (e.g., line-of-credit overdraft) must be specified. I understand that overdraft transfers from Membership Savings will be the amount of the overdraft or all funds available. Cash advance fees apply if funds transferred from a credit card.

If I overdraw any account, you may withdraw funds from any account or make a cash advance from my line of credit account, if any, or a withdrawal from other accounts on which I am a joint owner. Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

### **Federal Restrictions**

In accordance with Regulation D restrictions, preauthorized, automatic, or telephone withdrawals or transfers from savings accounts (Membership Savings, Money Market and Online Saving) are limited to six (6) in each calendar month. The transactions may be made by check, or other payment order. Loan payments to the Credit Union are not included in these limits.

However, I may make an unlimited number of withdrawals from, or transfers among my own savings accounts (Membership Savings, Monet Market) by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts through FONLINE, Online Banking, Mobile Banking, or by telephone if I request that you send ME a check. Transfers or withdrawals in excess of the above limitations will not be honored.

## **Credit Card and Debit Card**

The Credit Union may issue upon my request and subject to your approval a card device that will allow me to conduct agreed upon transactions on my designated accounts. Retention of and use of these cards constitute my acceptance of the terms and conditions set forth in this and the Credit Card agreement. These cards are the property of FIGFCU and shall be returned upon demand.

### **ATM (Automated Teller Machine) Transactions**

A Personal Identification Number (PIN) is required for using an debit card. The PIN is custom selected by each cardholder and can be updated by the cardholder if forgotten.

The debit card and PIN may be used for:

1. Inquiries or transactions at PLUS® or STAR® network ATMs and Interlink or STAR® system point-of-sale terminals
2. ATM withdrawals from Checking or Membership Savings
3. Point-of-sale debits (purchases) with withdrawals from Checking
4. Withdrawals limited to a maximum of \$400 per day
5. ATM withdrawals generally limited to a minimum of \$20
6. Deposits limited to terminals owned by FARMERS INSURANCE FEDERAL CREDIT UNION (displaying the Farmers Insurance Federal Credit Union name) and terminals displaying a deposit-taking CO-OP<sup>SM</sup> logo. I will refer to the Share Account Agreement and Truth-In-Savings Disclosure for check-hold policies at Farmers Insurance Federal Credit Union ATMs. Any deposits made at a CO-OP ATM may not be available until the fifth business day after the deposit.

### **VISA Check (Debit) Card**

A PIN is needed for transactions initiated through a terminal.

Card and PIN may be used for:

1. Cash withdrawals up to \$400 per day at STAR® or PLUS® network ATMs or at terminals displaying any symbol pictured on my card
2. Withdrawals from Checking or Savings when at an ATM terminal
3. Point-of-sale debits (purchases) with withdrawals from Checking, up to \$1000, when used at Interlink or STAR® system terminals
4. Deposits limited to terminals displaying a deposit-taking CO-OP logo and terminals owned by Farmers Insurance Federal Credit Union (displaying the Farmers Insurance Federal Credit Union name). Any deposits made at a CO-OP ATM may not be available until the fifth business day after the deposit. I will refer to the Share Account Agreement and Truth-In-Savings Disclosure for check-hold policies at Farmers Insurance Federal Credit Union ATMs.

Card (with authorization signature) may be used for:

1. Purchases up to available Checking account balance, including overdraft sources, (\$2500 maximum) anywhere VISA is accepted, whether or not initiated through an electronic terminal (payments from checking only)
2. Cash withdrawals from Checking, up to \$1000, at participating financial institutions

The Visa Check Card may be used for transactions performed on the Internet. However, I understand that my Visa Check Card may not be used directly or indirectly for (1) any illegal activity or transaction, or (2) any gambling, gaming, betting or similar activity or transaction. Further, I may not utilize my card and/or account for the purchase of any goods or services on the Internet that involve gambling, gaming, betting or any similar transaction or activity. However, in the event that a charge or a transaction described in this paragraph is approved, I understand that I will still be responsible for such charge.

## **Voice Response (FONLINE)**

A numeric password is required for using FONLINE. The initial password is set up by the Credit Union but can be changed through FONLINE. FONLINE may be used to:

1. Make transfers between my account types
2. Make transfers from a joint account
3. Make transfers to make loan payments
4. Make stop payments
5. Make inquiries regarding account balances, cleared checks, rates, interest/dividends, loan payment information, and payroll information
6. Make check withdrawals

Additional services may be offered in the future.

## **Online Banking**

Subject to the Federal Financial Institutions Examination Council's guidance Authentication in an Internet Banking Environment, released June of 2011, I will be required to utilize the designated Multifactor Authentication for your Online Banking Services.

Online Banking may be used for:

1. Make transfers between my account types
2. Make transfers from a joint account
3. Make transfers to make loan payments
4. Make stop payments
5. Make inquiries regarding account balances, cleared checks, rates, interest/dividends, loan payment information, and payroll information

## **Bill Pay Terms and Conditions**

"Service" means the bill payment service offered by Bill Pay through Farmers Insurance Federal Credit Union.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day; or unless the payment is made by paper check in which case your account will be debited when the biller cashes the check. Funds should be available in your payment account four business days prior to the Scheduled Payment Date.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.



## **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Service Charges and Fee Schedule.

## **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller.

Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800.877.2345, ext. 6631 during member service hours.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability

is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

Telephone us at **800.877.2345**, ext. 6631 during Member Service hours;

Write us at:

**Farmers Insurance Federal Credit Union**

**P.O. Box 2723, Torrance CA 90509**

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

Tell us your name and Service account number;

Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and, Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

## **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize

the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following: Telephone us at 800.877.2345, ext. 6631 during Member Service hours; and/or Write us at:

**Farmers Insurance Federal Credit Union**

**P.O. Box 2723, Torrance CA 90509**

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time.

Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Member Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms

only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## **ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS**

### **DESCRIPTION OF SERVICE**

We have partnered with the Zelle Network® (Zelle) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (Zelle Payment Service, as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term Zelle and Other Payment Terms means these Zelle and Other Payment Services Additional Terms.

In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as Other Payment Services in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term Zelle and Other Payment Services means the Zelle Payment Service and the Other Payment Services.

The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's™ control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.

This Section 2(b) does not apply to the Zelle Small Business Service (to the extent made available by us). The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no burner numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled Requesting Payments. If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses



of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;

The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;

The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;

You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

## **SENDING PAYMENTS**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or

another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.

Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have

initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

## **RECEIVING PAYMENTS**

All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle

and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

**Requesting Payments.** You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom

you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with Zelle through Zelle Standalone Locations.

## **PAYMENT CANCELLATION, STOP PAYMENT REQUESTS AND REFUSED PAYMENTS FOR OTHER PAYMENT SERVICES**

Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

## **CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES**

Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.

In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 800-877-2345 X 6631. You expressly consent to receipt of a text message to confirm your STOP request.

Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

**Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**Returned Payments.** In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

**Consent to Share Personal Information (Including Account Information).**

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

As necessary to resolve a problem related to a transfer or payment between you and another User;

To verify the existence of your bank account, or debit card, as applicable;

To comply with government agency or court orders;

To our affiliates, as permitted by law;

To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;

To comply with inquiries in connection with fraud prevention or any investigation;

For our general business purposes, including without limitation data analysis and audits; or

As otherwise permitted by the terms of our Privacy Policy.

## **WIRELESS OPERATOR DATA**

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## **LIABILITY**

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## **DISCLAIMER OF WARRANTIES**

Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS.

## **LIMITATION OF LIABILITY**

Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle

Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **INDEMNIFICATION**

Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

## **USE OF OUR ONLINE BANKING SITE AND/OR MOBILE APP**

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want



performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

## **DEFINITIONS**

Network Financial Institutions means financial institutions that have partnered with Zelle.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

User means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

Zelle Small Business Service means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of Zelle Payment Service.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.

Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions and updates.

Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).

Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may

withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

**Farmers Insurance Federal Credit Union**

**P.O. Box 2723, Torrance CA 90509**

We may also be reached at **800.877.2345** for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed payment transactions, alerts for validation and notices of receipt of payment transactions) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section 7 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

Calls to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

Payments to or from persons or entities located in prohibited territories; and  
Payments that violate any law, statute, ordinance or regulation; and  
Payments that violate the Acceptable Use terms in section 15 below; and  
Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a

risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business activities: the sale of travelers checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

### Payment Authorization and Payment Remittance.

By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account; The Service is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction; The payment is refused as described in Section 20 below; You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a payment transaction; and/or, Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **REMOTE DEPOSIT CAPTURE / END USERS AGREEMENT**

In this End Users Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this End Users Agreement. The words "your Credit Union," "our Credit Union," and "the Credit Union" mean Farmers Insurance Federal Credit Union. My Application for use of the services, your notification of approval of my application, and my Credit Union (Account Agreement and Disclosures) are hereby incorporated into and made a part of this End Users Agreement. In the event of a discrepancy between this End Users Agreement, Truth in Savings and Electronic Services Agreement, my Application, and your approval notification, the End Users Agreement and subsequent versions will control.

Attention Business Account Users: Please read the section beginning of section titled "Business Account Users Only" for special terms and conditions.

Use of the Services: Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this End Users Agreement. I agree to comply with the hardware and software requirements set forth at the complete agreement Exhibit "A," which is attached hereto and

incorporated by this reference. By scanning checks on a conforming scanner and delivering the images electronically and information required hereby to you or your designated processor. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via the Deposit History feature. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Services, (ii) copy or reproduce all or any part of the technology or Services; or (iii) interfere, or attempt to interfere, with the technology or Services.

Compliance with Law: I agree to use the products and Services for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements. (See exhibit "A" of the complete agreement) Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to scanning the original check, I will endorse the back of the original check. My endorsement will include my signature, Member and Account numbers. The scanned image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate magnetic ink character recognition (MICR) information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check, including that "this is a Remote Deposit". The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. I hereby agree that I will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC. In addition, that this check be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text).

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to me electronically via Email or by use of U.S. Mail, of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address. I agree to notify you immediately if I change my Email address, as this is the Email address where you will send me notification of receipt of remote deposit items, as well as other notices as applicable.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties such as those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches, shared branches, through your ATMs, our affiliated ATM network, or by mailing the original check to you at P.O. Box 2723, Torrance CA 90509. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will send an Email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure. The Credit Union's business hours are Monday through Friday, except holidays. Your business hours are 7:30 a.m. to 3:30 p.m., Pacific Time, except holidays.

Eligibility requirements: I will have had no NSF activity within last 6 months, have a checking account in good standing, if my membership has been opened for less than 6 months, I must have Direct Deposit to qualify, and I may lose the right to use service after first irregularity violation (causes a loss to you the Credit Union).

Funds Availability. I understand and agree that, for purposes of deposits made using the Services, the place of deposit is identified as Los Angeles, CA. With regard to the availability of deposits made using the Services, such funds will be available as set forth in your "Complete Agreement and Funds availability" for Mobile Banking/online deposits. Longer delays may apply. Funds I deposit by check may be held for a longer period under the following circumstances: 1) You believe a check I deposit will not be paid, 2) I deposit checks totaling more than \$5,525.00 on any one day, 3) I redeposit a check that has been returned unpaid 4) I have overdrawn my account repeatedly in the last six months 5) There is an emergency, such as a failure of communication or computer equipment. You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. Funds will generally be available no later than the 7th business day after the day of my deposit.

Internal Controls and Audit. I understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section. Furthermore I agree to comply with the Audit requirements prescribed by the Credit Union within this Agreement. You reserve the right to conduct a physical inspection of the appropriate areas affecting the areas of operation described in this agreement. You may review any pertinent area that may affect Remote Deposit Capture, both in the posting of deposits along with the affected areas including my general accounting and ledger systems, physical security and background of those to whom I have granted access to, and the areas affecting their transactions.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
- 3) I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Services and no additional party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks. I must securely store each original check. If I am using the Services to deposit items into an account in the name of a Business to which I am a party, I understand this means the original check(s) must be accessible only by my authorized personnel, that I deposit using the Services for a period of sixty (60) days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices. When using mobile devices for deposits, I understand that check images captured using my mobile phone are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile phone remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

In Case of Errors. I must call or write you as soon as possible, if I think my statement or receipt is wrong, or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you sent me the FIRST statement or receipt/confirmation on which the problem or error appeared. I will:

1. Tell you my name, member and account number;
2. Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you may require that I send you my complaint or question in writing within ten (10) business days. You will tell me the results of your investigation within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will provisionally credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may choose not to provisionally credit my account during the additional time that may be required to investigate my complaint or question.

Charges for Use of the Services. All charges associated with the Services are disclosed in your Service Charges and Fee Schedule.

Warranties. I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change. No amendments requested by me shall be effective unless received, and agreed to in writing, by you.

Termination of the Services. I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of California.

Periodic Statement. Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than thirty (30) days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item that is stamped with a "non-negotiable" watermark.
- 2) Any item drawn on my account or my affiliate's account.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country or an item representing foreign currency.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post-dated."
- 7) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- 8) Any item that is not immediately negotiable, or notated "draft" or "for collections".

Changes in Financial Circumstances. I understand and agree that I must inform you immediately in the event a material change in my financial



circumstances as or in any of the information provided in my Application including any supporting financial information.

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing, and agree to maintain, the confidentiality of your Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Notices. Any notice required hereunder shall be given by first class U.S. Mail, hand delivery, electronically or by any other means agreed upon by both parties. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third business day after mailing.

## **DENIAL OF SERVICES POLICY**

It is the policy of Farmers Insurance Federal Credit Union to deny all Credit Union benefits (except for allowing members the right to vote and maintain basic share accounts) to any person who causes the Credit Union to suffer a financial loss as a result of the following:

1. A breach of the terms and/or conditions of a written agreement between the individual(s) and the Credit Union, and/or
2. A person's failure to adhere to the Credit Union's requirements in the use of checking, ATM, credit cards, or other services; and/or
3. A breach of any Credit Union policy.

The denial of benefits shall include, but is not limited to, the following:

1. The privilege to any services at the Credit Union.
2. The privilege to maintain a Credit Union share draft (checking) account.
3. The privilege to be a co-signer or co-owner on any depository account, including but not limited to, share certificates, share draft (checking) accounts, share accounts, money market accounts, IRA accounts, and any other depository accounts available at the Credit Union.
4. The privilege to purchase Credit Union Over-the-Counter checks, Cashier's Checks, Money Orders and Traveler's Checks.
5. The privilege to maintain more than one basic share account (the basic share account shall not earn interest if permitted by the Truth in Lending Disclosure and to the extent permitted by law).
6. The privilege to have a Credit Union debit card.
7. The privilege to have a Credit Union credit card.
8. The privilege to have a Credit Union overdraft protection or Privilege Pay (Courtesy Pay) on any account.

9. The privilege to borrow money from the Credit Union or take an advance from an open line of credit (please see exceptions).
10. The privilege to be a co-owner or co-signer or co-borrower on any new Credit Union loan account.
11. The privilege to wire funds to or from the Credit Union.
12. The privilege to use or have access to Online Banking, Bill Pay, and/or any electronic services at or through the Credit Union.
13. The privilege to use or have access to Credit Union automatic deductions, folio deductions, payroll deductions, and/or any other deposit services.
14. The privilege to use or have access to ACH payments or deposits.
15. The privilege to use the Credit Union Shared Branch Network to transact business at Farmers Insurance Federal Credit Union.
16. The privilege to have a Credit Union IRA or other retirement account.
17. The privilege to discounts given to Credit Union members by third parties, as a result of Credit Union membership.
18. The privilege to negotiate third party checks at the Credit Union.

### **BUSINESS ACCOUNT USERS ONLY**

Guarantee Specific to Deposits Received for Credit to a Business Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses Farmers Insurance Federal Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with Farmers Insurance Federal Credit Union enforcing this Guarantee. This Guarantee shall benefit the Farmers Insurance Federal Credit Union and its successors and assigns.

If I am using the Services to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity, any person(s) directly or indirectly controlling

ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

## **MOBILE BANKING SERVICE**

The Mobile Banking Service ("Service") provides me with the ability to obtain account balances and account information, and to post transactions on my mobile device. I must enroll in Online Banking and then download the Credit Union Mobile App, which will require me to accept certain terms and conditions. Use of this service will require me to accept the full terms and conditions that are contained in "Farmers Insurance Federal Credit Union Online Banking Service Disclosure and Agreement".

## **PRE-AUTHORIZED RECURRING TRANSFERS**

1. Transfers originated through another institution may be received at the Credit Union and may credit any account type. Direct Deposit should be credited to a Checking account.
2. Transfers originated through another institution may be received at the Credit Union may debit any share account, subject to the limitations of withdrawals on those accounts. (See Share Account Agreement and Truth-In-Savings Disclosure.)
3. Recurring transfers (at least once per month of the same dollar amount) originated at the Credit Union may be used to credit any account at the Credit Union or at another institution. Written authorizations of originator and recipient account owner(s) are required, except for Bill Payment requests through Online Banking. Funds transferred to another financial institution through the Automated Clearing House will be transmitted one (1) banking days prior to the effective entry date and the funds will be removed from my Credit Union account on the transmittal date. You may change the information used for the ACH transaction (such as routing number or account number) based on notifications of change received from the receiving depository financial institution.
4. Recurring transfers originated at the Credit Union may be used to debit deposit accounts owned by the originator at another institution. Written authorization is required. (The Credit Union's limitation of same ownership of accounts being debited and credited may be removed in the future.) For Automated Clearing House transactions originated through the Credit Union, credit of funds received may be provisional until the Credit Union receives final settlement of the entry. This may be one (1) business day after the effective entry date at the depository financial institutions.

You have the authorization to make adjustments to my account based on returns received through the ACH network. You may change the information used for the ACH transaction (such as routing number or account number) based on notifications of change received from the receiving depository financial institution.

5. I am required to notify you of any unauthorized or improper ACH debits to my account by filling out an ACH Dispute form (also currently known as the Written Statement of Unauthorized Debit) within fifteen (15) days after you send or make available to me information pertaining to the transaction in question. If I do not dispute the transaction in writing within the indicated timeframe, you will make reasonable effort to assist me with the dispute, but you will assume no liability under NACHA rules by doing so.

6. Bill payments initiated through my personal computer or mobile device will be transmitted through electronic deposit or a check. If transmitted electronically, the funds will be deducted on the selected payment due date. If transmitted by way of a check, the funds will be removed from my account when payee negotiates the check.

## **DOCUMENTATION AND NOTICES**

### Terminal Transfers

I can get a receipt at the time I make any transfer to or from my account using an ATM or point-of-sale terminal.

### Pre-authorized Deposits

If I have arranged to have direct deposits made to my account at least once every sixty (60) days from the same person or company, I may call FONLINE at 800.877.2345 or log into Online Banking at [www.figfcu.org](http://www.figfcu.org) to find out whether or not the deposit has been made.

### Periodic Statements

I will get a monthly account statement, unless there are no transfers in a particular month. In any case, I will get a statement at least quarterly. If the only electronic fund transaction service I have with you is pre-authorized deposits, or recurring transfers I initiate between my own accounts at the Credit Union, then you reserve the right to send me a quarterly statement only.

### Pre-authorized Payments

If I have authorized a third party to initiate automatic payments from my Credit Union account, I can get copies of the pre-authorized payment documentation from the third party being paid at the time I give them the initial authorization.

If my pre-authorized payment varies in amount, the party who will receive the payments is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits I set.

### Pre-authorized Transfers

If I have initiated preauthorized transfers through my Credit Union and the entry is not transmitted to another financial institution due to insufficient funds (NSF), I will be notified of the insufficient funds by mail. I may then request that the entry be initiated again. Bill Pay will attempt transfers on five (5) successive days sending an email notice of the insufficient funds each day, charging an NSF fee after the fifth attempt.

If I have initiated pre-authorized transfers through my Credit Union and the entry is transmitted, but later returned by the Automated Clearing House, I will be sent a notice by mail no later than one (1) business day after the Credit Union's receipt of the returned entry. The Credit Union shall have no obligation to take other action with respect to the returned entry.

## **STOP PAYMENTS**

### Pre-authorized Payments

If I have told you in advance to make regular payments out of my account, I have a right to stop any of these payments.

If I want to stop any of the pre-authorized payments, other than those I set up through Bill Pay, I must call or write you at the phone numbers or address stated above under Telephone Number and Address, in time for you to receive my request three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. Such stop payment notice will apply only to that particular amount and payee, only for the temporary time specified in the request. To be sure that a third party does not bill me again for the "stopped" payment or to cancel the entire preauthorized payment arrangement, I will contact the third party.

If I order you to stop one of these payments three (3) business days or more before the transfer is scheduled, and you do not do so, you may be liable for my losses and damages to the extent provided by law.

### E-SIGNATURE

You specifically agree that any electronic signature as subject to the E-Sign Act, will be subject to the same guarantees and requirements of a personally signed agreement.

### **TERMINATION OF ELECTRONIC SERVICES**

Any access device (card or code) remains the property of the Credit Union. I agree to surrender the card(s) to you upon demand. You may cancel, modify or restrict the use of any card, or code, or pre-authorized transfer, upon proper notice or without notice if my account is overdrawn, or if you are aware that I have violated any term of this Disclosure and Agreement, whether or not I suffer a loss, or where necessary to maintain or restore the security of my account(s) or an electronic fund transfer system. You also reserve the right to recall the card(s) through retrieval by an electronic terminal.

I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. If I ask you to terminate my account or the use of any access device (card or codes), I will remain liable for subsequent authorized transactions performed by any party to my account.

### **SAFETY AT THE ATM**

I understand that I should use caution at all times when using an ATM. Some precautions I can take are:

- Observe the area for anything unusual or suspicious
- Locking my vehicle when I leave it
- Having my debit card in my hand as I approach the machine
- Avoiding reaching in my wallet or purse in front of the ATM
- Avoiding counting my cash at the ATM
- Locking the doors and rolling up all but the driver's window when using a drive-up ATM
- If I feel unsafe for any reason, I should leave the area immediately.

## CONTACT US

### HOME OFFICE:

(mail)  
P.O. Box 2723,  
Torrance CA 90509

**800.877.2345**

### FONLINE VOICE RESPONSE

800.877.2345

### ONLINE BANKING

www.figfcu.org  
Email: feedback@figfcu.org

### LOANS and SERVICE INFORMATION

800.877.2345

### REPORT LOST/STOLEN CARDS AFTER BUSINESS HOURS:

Visa® Check Card: **800.754.4128**

MasterCard® **800.543.5073**

Visa® Platinum/Select:

**800.VISA.911 (800.847.2911)**


## LOCATIONS

### AUSTIN, TX

15700 Long Vista Drive  
Austin, TX 78728-1236

### GRAND RAPIDS, MI (Kraft Lake)

5600 Beech Tree Lane  
Caledonia, MI 49316-9587

 **FedEx and UPS  
FOREMOST INSURANCE  
c/o FIGFCU - Kraft Lake**

6300 Old 60th Street  
Caledonia, MI 49316

 **Mail** PO Box 1894  
Grand Rapids, MI 49501-1894

### GRAND RAPIDS, MI (Kraft Meadows 2)

5665 N. Kraft Lake Drive SE  
Caledonia, MI 49316-9759

 **FedEx and UPS  
FOREMOST INSURANCE  
c/o FIGFCU - Kraft Meadows 2**

6300 Old 60th Street  
Caledonia, MI 49316

 **Mail** PO Box 1894  
Grand Rapids, MI 49501-1894

### MERCED, CA

87 W. Alexander Avenue  
Merced, CA 95348

### BELLEVUE, WA

3120 139th Avenue SE Suite 180  
Bellevue, WA 98005

### OKLAHOMA CITY, OK

7340 W. Memorial Road  
Oklahoma City, OK 73142-1402

### OLATHE, KS (ServicePoint)

17000 W. 119th Street  
Olathe, KS 66061-7064

### OLATHE, KS (Olathe Center 3)

17000 W. 119th Street  
Olathe, KS 66061-7064

### PHOENIX, AZ

24000 North Farmers Way  
Phoenix AZ, 85085

### WOODLAND HILLS, CA

6303 Owensmouth Avenue  
Woodland Hills, CA 91367-2264

## **MISSION STATEMENT**

**Farmers Insurance Federal Credit Union's mission is to provide value, safety, and service to enhance our members' financial lives.**

Federally Insured by NCUA



**FARMERS INSURANCE  
FEDERAL CREDIT UNION**