



IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

Effective July 1, 2012

ACCOUNT AGREEMENT AND DISCLOSURE

In the following *Account Agreement and Disclosure*, the words "you" and "your" mean each and all of those (whether one or more persons) who are subject to this *Account Agreement and Disclosure* as a result of signing a *Membership Application and Account Agreement* or opening one or more account(s) with California Coast Credit Union. The word "owner" 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. In this document, the word "account" refers to sub-share accounts within the membership and the words "we," "us," "our," and "credit union" mean CALIFORNIA COAST CREDIT UNION.

The terms, conditions and information contained in the *Membership Application and Account Agreement*, and all amendments thereto, are by this reference hereby incorporated in their entirety in this *Account Agreement and Disclosure* and become an integral part of the general terms and conditions of your credit union accounts.

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

- 1) **MEMBERSHIP FEE:** You must pay a one-time non-refundable membership fee of \$5 to become a member of California Coast Credit Union.
- 2) **MEMBER IN GOOD STANDING:** You must be and remain a member in good standing to maintain any account.
- 3) **CHANGE IN TERMS:** We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this *Account Agreement and Disclosure*.
- 4) **WAIVER:** Our delay in enforcing any of the terms and conditions of this *Account Agreement and Disclosure* shall not prohibit us from enforcing such terms and conditions at a later date.
- 5) **AUTHORIZED TRANSACTIONS:** Anyone who signed the *Membership Application and Account Agreement* is authorized to transact any business on your account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any owner of this account. Each account owner is jointly and severally responsible for paying any overdrafts created whether or not you participate in the transaction or benefit from its proceeds. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this *Account Agreement and Disclosure* shall be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by any account owner even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

You acknowledge that if you give anyone access to your account (for example, providing any person with your Debit MasterCard, ATM card, ATM or Cal Coast ONLINE PIN, or granting any person power to act as your agent under a power of attorney or trustee for a trust account), you understand that any transaction completed by such person shall be considered authorized by you.

- 6) **SAFEGUARDING ACCOUNT ACCESS:** We are not responsible for any loss or damage which results from your negligence, including, without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.

We may refuse to follow any of your instructions that, in our sole judgment, are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your or what purports to be your oral, written or electronic instructions. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

- 7) **UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTICE:** In compliance with the Unlawful Internet Gambling Enforcement Act of 2006, restricted transactions are prohibited from being processed through any California Coast Credit Union account. Restricted transactions include, but are not limited to wire transfer, check, draft, debit card, credit card, and ACH transactions that are knowingly accepted in connection with unlawful Internet gambling.
- 8) **RIGHT OF REFUSAL:** We reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
- 9) **ENDORSEMENTS:** We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before we accept the item.
- 10) **DEPOSITS:** You authorize us to accept items payable to any account owner for deposit to your account from any source without questioning the authority of the person making the deposit, and to give cash back to any account owner on any check payable to any one or more of the account owners, whether or not it is endorsed by you.
- 11) **CHECK PROCESSING:** You understand and agree that we may utilize automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so.
- 12) **TIME LIMIT FOR CLAIMS:** An action or proceeding by us to enforce an obligation, duty or right arising under this *Account Agreement and Disclosure* or by law with respect to your account must be commenced within one year after the cause of action occurs. You shall exercise reasonable care and promptness examining your statements and must promptly notify us of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting an error or unauthorized payment against us if: a) we suffer a loss on the item because of your failure; or b) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. Notification must be within thirty (30) days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the



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relevant items, then the above preclusion will not apply and the loss on the items will be allocated between the credit union and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

- 13) **CLOSING THE ACCOUNT:** You or the credit union may terminate an account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us which will not affect prior transactions. If we receive conflicting claims to funds in an account we hold, we may, at our discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction.
- 14) **TERMINATION OF MEMBERSHIP:** We may terminate your membership if you are convicted of a criminal offense, fail to carry out your agreements and contracts with us, or if you refuse to comply with the provisions of California Credit Union Law or our Bylaws.
- 15) **LIMITATION OF SERVICES:** We may limit your services if you are not in "good standing", which includes: 1) failure to comply with the terms and conditions of any lawful obligation with us; 2) manipulation or other abuse of credit union products or services to the detriment of the credit union's membership; or 3) engaging in threatening, abusive, disruptive, obscene, harassing, or illegal behavior or other behavior that results in injury to any person or property while on credit union premises or at any credit union function.
- 16) **FINANCIAL ABUSE:** You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances.
- 17) **NOTICE OF WITHDRAWAL:** We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking Accounts.
- 18) **MULTIPLE PARTY ACCOUNTS:** You understand and agree that Individual, Joint, Totten Trust 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. If there is more than one owner, all agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends, 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 us from any liability.
- 19) **PLEGGED ACCOUNTS:** Except as set forth herein or in the applicable loan agreement(s), you 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 you shall be binding on all of you. You 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 your total primary and contingent liability to us. You may not withdraw any funds below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are a cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.
- 20) **ACCOUNT OWNERSHIP:** Ownership of the primary account and all sub-accounts shall be established and determined by the most recent *Membership Application and Account Agreement* or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new *Membership Application and Account Agreement* and 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. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204.
- 21) **CHANGE OF PERSONAL INFORMATION:** You are required to keep us informed of your current address and other personal information, such as your name or phone number. You agree to notify us promptly of any change of personal information. You may notify us in person at our office or by sending a written and signed notice to: California Coast Credit Union, P.O. Box 502080 San Diego, CA 92150-2080.
- 22) **DEATH OR INCOMPETENCE:** You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act. Even with knowledge, we may for ten (10) days after the date of death 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 us. We may also freeze, refuse and or reverse deposits and transactions if we become aware of the death or incompetence of an account owner.
- 23) **DELAYED FUNDS AVAILABILITY:** All noncash payments shall be credited subject to final payment. Your right to withdraw the funds represented by certain checks, or other items you deposit may be delayed. You will be notified if your right to withdraw will be delayed. Refer to "*Your Ability to Withdraw Funds*" for further details.
- 24) **OVERDRAFT POLICY:** We strongly encourage the responsible use of all accounts. It is against the law to write a check when you know that you do not have funds to cover it. Also, excessive NSF items may result in your account being closed. To avoid NSF items:
 - You can sign up for Overdraft Protection,
 - Accurately record all transactions including deposits, checks, ATM, POS, or Debit MasterCard withdrawals and fees.
 - Balance your account regularly and carefully check your math.



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- 25) **NONSUFFICIENT/UNCOLLECTED FUNDS:** If a check or other item which we cash for you or which you deposit to your account is returned to us as unpaid for any reason we may charge your account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to us accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your account for the amount without questioning the truth of such documentation. We may also charge back any amount of accrued or paid dividends related to the returned check.

We may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check charged back to your account. We may, at our option, notify you, by telephone or in writing, if a check has been returned unpaid and the fee charged.

- 26) **NONSUFFICIENT/UNCOLLECTED FUNDS FEE:** The fee may be different based on the number of NSF items processed on your account in the preceding twelve (12) month period. For example, if the credit union processes an overdraft item on November 2, 2010, we will count the number of overdraft items on your account since November 1, 2009 to determine the fee.
- 27) **OVERDRAFT PROTECTION:** Overdraft Protection helps you avoid returned checks, NSF fees, rejected ACH transactions, and other transactions. With this plan, you authorize us to automatically make transfers from your line of credit, Visa credit card, savings, or money market account in increments of \$25. If transfers from savings or money market accounts are used for Overdraft Protection you must make sure that your overdraft protection source account contains sufficient available funds at the time an item is presented for payment.
- 28) **LATE RETURNED ITEMS:** You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
- 29) **CHECKS WITH RESTRICTIVE LANGUAGE OR NOTATIONS:** Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee, or the funds are otherwise deposited into an account in which you have an interest.
- 30) **CHECKS MORE THAN SIX MONTHS OLD:** We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated check. You agree that we are not required to identify stale dated checks or seek your permission to pay them.
- 31) **FEES:** All accounts are subject to our *Service Charge Schedule for Consumer Accounts*, which accompanies this *Account Agreement and Disclosure* and is incorporated by this reference. We shall debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA accounts. Only fees related to an IRA account will be debited from an IRA account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
- 32) **INACTIVE AND UNCLAIMED PROPERTY:** California law states that inactive account balances in savings accounts, checking accounts, and matured certificate accounts must escheat to the state after a period of three (3) years since the last time you:
— increased or decreased the amount of funds on deposit with us or cashed a dividend check from any of your accounts with us; or
— corresponded in writing or electronically with us concerning the funds on deposit; or
— otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice. To recover funds turned over to the state, you must file a claim with the state. If your last known address on file with us is outside of California, we are required to escheat the funds in your inactive account in compliance with the applicable laws of that state.

- 33) **LEGAL PROCESS:** You understand and agree that we must comply if we are served with any notice of garnishment, attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to your account that we reasonably believe is valid. We may charge a Legal Process fee, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process.
- 34) **LOST/STOLEN CASHIER'S OR CREDIT UNION CHECKS:** In the event that a cashier's or credit union check is lost or stolen, you must execute and deliver to us a written *Declaration of Loss and Claim For Reimbursement* and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the *Declaration of Loss and Claim For Reimbursement* is not enforceable until the later of (1) the time the *Declaration of Loss and Claim For Reimbursement* is properly delivered to us, or (2) the 90th day following the date of the cashier's or credit union check, or the 90th day following the date of the acceptance of a certified check. You agree to indemnify us for any loss or claim occasioned by us attempting to, or stopping payment on such check.

- 35) **INFORMATION AUTHORIZATION:** You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.

Pursuant to state law you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations or if your account is closed due to a negative balance or other unsatisfactory account activity.



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- 36) **TAXPAYER IDENTIFICATION NUMBER:** Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will **not** open an account without this identification number. For additional information on this requirement, you should read "**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)**", which is available upon request.
- 37) **OFFSET:** In the event that a negative balance is created in your account (whether due to ATM activity, nonsufficient funds activity, credit union imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us, which are in default, you understand and agree that we may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.

In addition to any other rights that we may have, you agree that any deposits, future deposits or other credits to any account in which you may now or in the future may have an interest are subject to our right of offset for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account. Offset against funds in a certificate account may also result in an early withdrawal penalty.

- 38) **MEMBER IDENTIFICATION PROGRAM (MIP) NOTICE:** Pursuant to federal law, the credit union must verify the identity of any person seeking to open or add a joint owner to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a consumer deposit account, or credit account or other extension of credit would each constitute an account.
- 39) **NCUA INSURANCE:** Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.
- 40) **INDEMNIFICATION:** You agree to indemnify, defend, and hold us and our employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which we incur by acting in accordance with this *Account Agreement and Disclosure* or as a result of your failure to abide by its terms.
- 41) **GOVERNING LAW:** Your account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
- 42) **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and the credit union agree to attempt to informally settle any disputes affecting our accounts which might arise under this *Account Agreement and Disclosure*. If that cannot be done, you and the credit union agree that any dispute affecting your accounts and arising out of or relating to this *Account Agreement and Disclosure* will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this *Account Agreement and Disclosure* (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. The place of arbitration shall be San Diego County, California. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement.

ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO ALL ACCOUNTS WITH CHECK WRITING ABILITY

- 1) **ELECTRONIC CHECKS:** We may pay and charge your applicable account for checks payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account provided there are sufficient funds in your account to pay such checks. You agree that our rights in respect to such checks shall be the same as if it were a check drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such checks. You further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, we shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to you of any kind. If we have made a good faith payment to a holder, we may charge your account according to: a) the original terms of your check; or b) the terms of your completed check unless we have notice that any such completion is improper.
- 2) **STOP PAYMENTS:** You, or any other person authorized to draw on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. Your stop payment request must include the account number, check number, exact amount, check date and name of payee. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend and hold us harmless for all claims, actions and damages related to or arising from our action in stopping payment of any check pursuant to your request. A stop payment fee will be assessed for each stop payment request. If you give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests 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 request was effective. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by us.



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- 3) **POSTDATED CHECKS:** We may charge against your account a postdated check even though payment is made before the date of the check. However, if you notify us within a reasonable time to permit us to act and identify the check with reasonable certainty, we cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If 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.
- 4) **REFUSAL TO MAKE PAYMENTS:** We may, at our discretion, but are not obligated to nor shall we be liable for refusal to pay funds from this account:
 - When such payment would draw the account below the minimum balance for the account as established from time to time by us ("overdrafts");
 - If drawn by means not authorized in advance by us; or
 - Against checks presented over six (6) months past their dates.
- 5) **PAYMENT OF CHECKS:** If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of:
 - Any holder in due course on the check against the drawer or maker;
 - 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
 - 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.
- 6) **WRONGFUL DISHONOR:** In the event of wrongful dishonor which occurs by mistake, our liability shall be limited to actual damages you prove. In the event of a dishonor of any check, share draft or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned.
- 7) **CHECKING ACCOUNT REPORTING:** We will report your checking account balance as part of an aggregate total to the Federal Reserve Bank (FRB). This will not affect your available balance, dividend earnings on dividend bearing accounts, NCUA insurance, statement or any other feature of your checking account. This will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members. Your checking accounts will be structured into checking and savings sub-accounts for regulatory accounting purposes. We may periodically transfer funds between these two sub-accounts. Your dividend calculation on dividend bearing accounts will stay the same on both sub-accounts. If your account does not earn dividends, the savings sub-account will not earn dividends. For further assistance, please contact California Coast Credit Union toll free at (877) 495-1600.
- 8) **CHECK PROCESSING ORDER:** Generally, we will, without liability, collect items when presented on a daily basis, then accept, reject, pay, guarantee, and/or charge checks to your account, once a day, in order from lowest to highest dollar amounts as items are received. Checks will be cleared at the time received in the mail or drawn off your account and presented at a branch, if not forwarded on for centralized processing.
- 8) **ENDORSEMENT CLARITY:** You agree that in the event you draw a check on your account with us that you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
- 9) **OVERDRAFT PROTECTION TRANSFERS:** You may authorize all checks from your checking account(s) to be cleared pursuant to a written "Checking Account Overdraft Transfer Authorization" which you must execute. If overdrafts are to be covered by a transfer of funds from your savings or money market account(s), such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. You agree that overdrafts, if paid in excess of funds in any savings or money market account or available from any loan account, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in your checking account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees.
- 10) **PLEDGE OF SHARES:** You may **not** pledge any or all of the funds on deposit in your checking account as security for any loan(s).
- 11) **CHECK ORDERS:** As a convenience to you, we will submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order or reorders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs as set forth in the *Service Charge Schedule for Consumer Accounts*. You are responsible for verifying the accuracy of all information shown on your checks whether you order them through us or elsewhere.
- 12) **TRUNCATED CHECKING ACCOUNT:** Truncated checking accounts use checks with carbonless copies. Checks are **not** returned with statements. These are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a photocopy of a requested item within a reasonable time. We will not charge you for copies of the first two items you request appearing on any statement. Additional copies will be subject to an assessment of a fee. If you have not ordered your checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us.
- 13) **CHECKS WRITTEN IN U.S. DOLLARS:** All checks written on your account must be drawn in U.S. dollars.
- 14) **COURTESY PAY:** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any payment by us of any non-sufficient funds check or preauthorized transaction processed through the Automated Clearing House network is at our discretion and does not obligate us to pay any additional non-sufficient fund item or to give advance notice of our decision to refuse to pay a similar item.

We will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdraft checks and preauthorized transactions processed through the Automated Clearing House network. The privilege will not be used to pay ATM or Debit MasterCard



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transactions. Any and all fees and charges, including without limitation, the non-sufficient funds fees as set forth in our *Service Charge Schedule for Consumer Accounts* will be included. The total of the discretionary courtesy overdraft (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees, and continuous overdraft fees is due and payable upon demand, and each account owner will continue to be liable, jointly and severally, for all such amounts.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS

- 1) Your IRA is subject to the applicable terms and conditions set forth in this *Account Agreement and Disclosure* as well as the terms and conditions set forth in your *Individual Retirement Account Agreement and Disclosure Statement*, which will be provided to you in accordance with applicable law.
- 2) You may **not** pledge any of the funds on deposit in an IRA as security for any loan(s).

FACTS	WHAT DOES CALIFORNIA COAST CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	<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"> • Social Security number and account transactions • Account balances and payment history • Credit history and wire transfer instructions <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons California Coast Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does California Coast Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes — to offer products and services to you	YES	NO
For joint marketing with other financial companies —	YES	YES
For our affiliates' everyday business purposes —	NO	WE DON'T SHARE
For non-affiliates' to market to you —	NO	WE DON'T SHARE

Questions?	Call 1-877-495-1600
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Who we are	
Who is providing this notice?	California Coast Credit Union
How does California Coast 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.
How does California Coast Credit Union collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or make deposits or withdrawals from your account • Apply for a loan or pay us by check • Driver's license information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • California Coast Credit Union does not share with our affiliates.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies:</p> <ul style="list-style-type: none"> • California Coast Credit Union does not share with non-affiliates so they can market to you.
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include insurance companies.

Other important information	
California Financial Information Privacy Act	<p>In California, under the provisions of the California Financial Information Privacy Act (also known as SB1) and because California Coast Credit Union shares information with its joint marketing partners, we need to provide you with an opportunity to opt-out. This state requirement varies from the federal government's requirements described above and is outlined in the <i>Important Privacy Choices for Consumers</i> form for California included with this notice.</p>

In order to offer our members more products and services specially selected for their financial needs, California Coast Credit Union may share members' personal and financial information with outside companies that we do business with. We also want you to know that you have the right to restrict this service.

Rest assured, we perform careful due diligence with all our business partners to ensure they have the same level of information security we maintain as a financial institution. If we share any member information, it is on a selective basis with trusted business partners who have a specific product or service that may benefit members. In addition, it is our policy to review and approve any specific offers sent to our members by our business partners.

Important Privacy Choice for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choice below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choice

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

*You may make your privacy choice at any time. **Your choice marked here will remain unless you state otherwise.** However, if we do not hear from you we may share some of your information with other companies with whom we have contracts to provide products and services.*

Name: _____

Account Number(s): _____

Signature: _____

To exercise your choice, please do one of the following:

- 1) *Fill out, sign, and send back this form to us using the envelope provided (you may want to make a copy for your records).*
- 2) *Call our Member Services Center toll-free at (877) 495-1600.*
- 3) *Fill out, sign and fax back this form to us toll-free at (877) 874-5396.*