



# MEMBER HANDBOOK

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# PATELCO CREDIT UNION MEMBER HANDBOOK

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# PATELCO CREDIT UNION MEMBER HANDBOOK

## Introduction

Thank you for joining Patelco Credit Union. By submitting a completed membership application and establishing a Credit Union share account with a minimum balance, you agree to the terms and conditions in this Handbook that apply to the Credit Union services you select. Your share account makes you a member-owner of the Credit Union. This Handbook includes several elements. It outlines your rights and obligations as a member-owner of Patelco Credit Union. It contains the agreement that governs all of your Credit Union share accounts. We may disclose additional terms of share accounts (such as rates on savings accounts and rates and term of a certificate) to you whenever you open a new account, in periodic statements we will send you covering your shares and loans, and in our Credit Union newsletter. This Handbook also includes, at the end, a form disclosing our privacy practices and a Notice about our standard overdraft practices.

In addition to this Handbook, you should review our Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule), which gives the current charges for those services that carry fees.

If you sign up for any of our electronic or online services, you should review our Site Terms and Conditions (available at [patelco.org](http://patelco.org)). Using our electronic and online services constitutes agreement to those terms and conditions.

Patelco also offers various types of loans, such as credit cards, vehicle loans, mortgages, home equity loans, and lines of credit. These loans will be subject to

separate written agreements and will also be subject to the GENERAL AGREEMENTS OF MEMBERS section of this Handbook.

This Handbook includes general terms and conditions that apply to memberships and accounts established for personal, family, or household purposes and memberships and accounts established for business purposes. In addition to the GENERAL AGREEMENTS OF MEMBERS, please refer to the sections that apply to the specific types of accounts that you have with the Credit Union.

Keep this Handbook, Fee Schedule, and any other agreements you make with us with your permanent records. The Credit Union may change the terms of your agreements with us by sending you written notice required by law. You should keep any such notices with your permanent records. Your periodic statements will let you know the status of your share accounts.

## Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, your address, date of birth, your occupation, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We reserve the right to photocopy and retain copies of these documents. The law also requires that we verify the identities of certain beneficial

owners or controlling parties for business accounts, and you agree to provide us with any information requested regarding beneficial owners of business accounts and certify their accuracy upon request by us.

## **GENERAL AGREEMENTS OF MEMBERS**

### **Joining Patelco Credit Union**

We require that you complete an original membership application to join the Credit Union. This application includes your authorization for us to verify your identity and your eligibility to be a member. Blank applications are available and can be submitted at our branches, by fax on demand, on our web site as an online application, and as part of an automobile loan application at an authorized dealer. To protect you and the Credit Union, we may require one or more of the following items before a new account offer is made or we permit transactions on an account: (1) your original membership application (2) your photo ID showing your signature and your date of birth (3) your Social Security card or other acceptable government-issued document showing your Tax Identification Number (4) a photocopy of an official document showing your current physical address if (a) an address discrepancy is identified or (b) follow-up documentation is needed to complete an application request and (5) if you are claiming eligibility for membership through employment, a pay stub or other document that we can use to verify your eligibility for membership. Although we will send mail to PO boxes and private mailbox service addresses at your request, we must have your physical address to provide services to you.

### **Terminology**

In this Handbook, “you” and “your” refer to the Patelco Member and any joint owner of a share account and any borrower or joint obligor on any loan. “Member” refers to the

person who signs a membership application in the capacity of a Member. “Joint Owner” refers to a person designated by a Member as a co-owner of the Member’s share accounts. “Primary Borrower” refers to the Member listed as such on a Credit Union credit application. “Joint Obligor” refers to a person obligated, along with the Primary Borrower, to repay borrowed funds, whether as a joint borrower who uses or benefits from the extension of credit, or as a co-signer, who agrees to pay the debt without using or benefiting from the credit. “Owner” refers to the Member or any Joint Owner who has a present ownership interest in funds in a share account. “Signer” refers to any person who is authorized to conduct business on an account, whether as a Member, Joint Owner, in a fiduciary capacity (such as an attorney-in-fact or personal representative of the estate of a deceased Signer to the extent liable under applicable law), or otherwise. “Obligor” refers to any person who is obligated to pay a loan to the Credit Union, whether as Primary Borrower, Joint Obligor, Co-Signer, personal representative of the estate of a deceased Obligor (to the extent liable under applicable law), or otherwise. “We,” “us,” and “our” refer to the Credit Union. This Handbook may refer to our share accounts as “savings” accounts, to our share draft accounts as “checking” accounts, and to our term share certificate accounts as “certificates” or “certificate accounts.” “Share accounts” or “accounts,” if the context so indicates, also refers generally to all accounts maintained with the Credit Union. “Board” refers to the Credit Union’s Board of Directors. The singular implies the plural when a share account has more than one owner or a debt has more than one Obligor. “Account Agreement” refers to the entire membership agreement contained in the membership application and this Handbook.

## **Membership Requirements and Eligibility for Services**

You can become a member of Patelco Credit Union if (1) you live in certain counties (2) you live, work, attend school or worship in certain cities (3) you work for or are retired from a company that is one of Patelco's Select Employer Groups (SEG) (4) you are a student at certain colleges, or (5) a family member or roommate is a Patelco member who sponsors you. See our complete listing of conditions to become a member at [patelco.org](https://www.patelco.org). You can also become eligible for membership by joining the Financial Fitness Association (FFA).

Provided you are within our field of membership, your completion of a membership application and a deposit of \$1 to a Regular Savings Account makes you a Member of the Credit Union and entitles you to apply for all of our savings and lending services. All applications for membership, share accounts, loans and other services are subject to review and approval. Our review may include checking your credit and/or account histories with consumer reporting agencies. We will comply with all governmental regulations for screening and restricting new accounts such as those required by the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC). We may deny your application based on this review.

You must be a Member to vote in Credit Union elections and hold Credit Union office. The Credit Union cannot make a loan unless at least one borrower on the loan is a Member.

Minors may join the Credit Union. We reserve the right to require minors to have an adult as joint account owner or joint obligor to be eligible for all share account and loan

services, or to require minors to have an adult sign an indemnity agreement in consideration for our permitting a minor to have a Credit Union share account or other services.

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

## **Commitment Households**

The Commitment Household program gives participants certain discounts and other advantages in exchange for maintaining certain loans and/or account balances. The discounts and advantages are referenced throughout this Handbook. A complete set of qualifications and advantages can be found at [patelco.org](https://www.patelco.org).

## **Grounds for Expulsion or Denial of Services**

As a member-owned cooperative, Patelco Credit Union is your Credit Union. Members are expected to uphold high standards of honesty, personal responsibility, and courtesy in dealing with the Credit Union and other Members. We reserve the right to either (a) expel you from Credit Union membership or (b) alternately deny services at our discretion and if appropriate, restrict or suspend your access to any Credit Union premises, account, product, or service, if: (1) you fail to meet your obligations to the Credit Union (2) you fail to comply with applicable laws and the Credit Union's bylaws and rules as amended, added, or modified from time to time (3) you are convicted of a crime in connection with business you conduct with the Credit Union (4) you cause, or the Credit Union reasonably believes that you will cause, the Credit Union a loss in any way including but not limited to loan charge-offs, unrestored account overdrafts, or bankruptcy (5) you manipulate or otherwise misuse our products



or services, or we reasonably believe that you intend to manipulate or otherwise misuse a product or service (6) you conduct high risk transactions requiring additional reporting and/or back office support that pose a high risk to us (7) you have regular and prolonged periods of excessive transactions (8) we learn after establishing your membership that we relied on false information in determining your eligibility, or (9) you conduct yourself in an abusive, threatening, or harassing manner to our employees, other members, or anyone present at a Credit Union facility, or you willfully destroy, abuse, or damage the Credit Union's systems or property. If you fail to meet your obligations to us because of a bona fide emergency such as catastrophic illness, the Board of Directors may, at its sole option, allow you to maintain your Membership privileges.

### **Activity Requirements to Avoid Inactive Account Status**

When a zero balance is reached, we will transfer your membership to inactive status, and you will not be eligible for other Credit Union services, have voting rights or receive notices of meetings of members. If you later restore your balance to meet the minimum balance requirements or establish a loan, your membership will be restored to active status.

### **Meeting Your Obligations**

Your Credit Union strives to offer all Members the highest possible returns on savings and the lowest possible rates on loans, taking market conditions, safety and soundness concerns, and business needs into account. To make this possible, all Members must meet their obligations to the Credit Union in a timely manner.

You agree to comply with the agreements

governing the Credit Union services you request. You agree to be honest with the Credit Union about your financial circumstances. You agree not to omit any material information from loan applications. You agree not to request credit or use credit card or loan accounts if you have reason to believe you will be unable to make the required payments.

You agree that you will not use or permit others to use Credit Union share or loan account access devices (such as debit cards or credit cards) or other Credit Union services to conduct illegal transactions such as illegal online gambling. We have the right to refuse to authorize a transaction if we reasonably believe that it is illegal. We may also block or freeze accounts or decline transactions consistent with requirements imposed by laws, regulations, or government agency directives.

However, ultimate responsibility for determining whether a transaction is legal rests with you, not with the Credit Union. You agree that the actual or alleged illegality of a transaction for which authorized use of your Credit Union services was made will not be a defense to your obligation to pay it. We can revoke any Credit Union services or access devices if you use them for illegal transactions such as illegal online gambling.

You will not allow Credit Union savings or checking accounts you open to fall below a zero balance. If you do inadvertently overdraw any savings or checking account, and you do not have a prearranged and available source of overdraft protection under an Overdraft Protection Plan, you agree to immediately restore any overdraft upon our written demand. If you do not promptly restore the overdraft, you agree

that our Right of Offset (see below) applies. If we cannot recover the amount under our Right of Offset, you agree that our right to recover Collection Costs applies.

You will take responsibility for items deposited to your share accounts that are returned unpaid. If we have made funds available to you for an item that is returned unpaid, you agree that upon our demand, you will immediately restore the amount of any negative balance associated with the returned item to your account. If you do not do so, you agree that our Right of Offset applies. If we cannot recover the amount under our Right of Offset, you agree that our right to recover Collection Costs applies. See the Deposits and Withdrawals section of this Handbook for more information about your responsibility for items deposited to your share accounts that are returned unpaid.

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

Each Signer is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on share accounts of which she or he is an owner or signer. Each Obligor is individually and jointly liable to meet all obligations to the Credit Union resulting from activity on loans or lines of credit on which he or she is an Obligor. No release from an obligation to the Credit Union will be valid unless (1) given in writing by an authorized Credit Union employee or (2) ordered by a court or non-judicial dispute resolution provider to whose jurisdiction the

Credit Union is subject in a proceeding to which we are a party.

### **Your Consent to Our Right of Offset**

If you become indebted to us for any reason, and you fail to pay what you owe us according to the terms of your agreements with us or upon our written demand, you agree that we can take any Credit Union shares in which you have an ownership interest, without notice to you, to collect all or part of what you owe us. This consent by you is in addition to our right to impose a lien on shares under § 14856 of the California Financial Code. Our exercising this right will not be an election of remedies and will not impair our rights to pursue any other remedies we may have against you. Your consent to our Right of Offset is not a pledge by you of any shares and does not affect your right to withdraw funds as long as you meet your obligations to us.

However, you agree that this right extends to any shares you have with us, including IRAs and other accounts that might lose special tax treatment if pledged as security for an obligation, and shares resulting from your deposit of funds normally exempt from creditors' remedies such as social security direct deposit, to the extent not otherwise prohibited by law. The Credit Union never requires you to deposit exempt funds with us. Regulation Z, which implements the Truth in Lending Act, prohibits us from taking funds from your deposit accounts (offset) to cover delinquencies on a credit card account unless we obtain your separate consent to do so. Our credit card applications all contain a separate agreement granting us a secured interest in your primary share account for this purpose. In addition

to allowing us to collect past due bills, this permission is important to you because it allows us to properly credit misapplied credit card payments.

### **Collection Costs**

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

### **Fees and Damages**

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

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

### **Governing Agreements and Laws**

This Handbook, our Fee Schedule, our Credit Union bylaws and policies, applicable California and federal laws as amended from time to time, and any separate agreements and disclosures provided to you shall govern your accounts and transactions with Patelco Credit Union. The Credit Union may amend, add, or modify agreement terms from time to time consistent with applicable law and regulation by notifying you. If any provision of this Handbook as amended is found to be void or unenforceable under any applicable law, the provision shall be deemed amended as necessary to give effect to the provision's intent. If the provision cannot be amended, the void or unenforceable provision will be deemed omitted and the rest of this Handbook will remain in effect. In some cases (for example when you use a credit card or Patelco Debit Card for purchases or cash advances), you may receive receipts with other terms printed on them. The terms in this Handbook will control over any conflicting terms contained in receipts or similar documents.

## **Your Taxpayer ID Number**

You are responsible for providing the Credit Union with the correct Social Security number/ taxpayer ID numbers on all share accounts you open with us. We have no duty of further inquiry as to the correctness of the number you provide, but we will not open or maintain accounts without taxpayer ID numbers. If you fail to provide your correct taxpayer ID number, you may be subject to backup withholding and IRS penalties. If you deliberately provide false taxpayer ID information, you may be subject to criminal prosecution, and we can close your Credit Union share accounts. We may require a photocopy of your Social Security card or other acceptable government-issued document showing your Social Security number before we open a new account or permit withdrawals by or loans to new Members or before we permit any transaction.

## **Backup Withholding**

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

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

We will comply with lawfully issued subpoenas, levies, information requests and reporting requirements, writs of attachment, and similar orders pertaining to your Credit Union services. We honor tax levies issued by state or federal taxing authorities.

You must take up any objections you have on matters of this type directly with the individual or entity that has requested information about

or asserted a claim to funds in your share accounts.

We will disclose information to our service providers, merchants, and other financial institutions, as is necessary to carry out transactions you initiate that involve Patelco services you have. Please refer to our separate section on privacy of member information for more information.

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

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

Patelco statements are bundled, meaning that all accounts and loans associated with a single Member Number are reflected on a single combined statement. By becoming an Owner or Obligor with a Member on a Patelco account or loan, you consent to other Owners or Obligors receiving statements about that account or loan even if they are not a party to the same account(s) or loan(s) to which you are a party.

## **Trusted Contact**

A Trusted Contact is someone who is 18 years of age or older that Patelco Credit Union may contact regarding your account, particularly if we cannot reach you, we suspect that your account may be subject to financial exploitation, or we have concerns about your ability to manage your account(s) due to your health status. By designating a Trusted Contact, you authorize Patelco Credit Union to contact the Trusted Contact and discuss your account to address possible financial exploitation or to confirm the specifics of your current contact information, your health status, or the identity of a legal guardian, executor, trustee, or holder of a power of attorney. Patelco Credit Union is not required to contact or attempt to contact your Trusted Contact, and Patelco Credit Union may contact your Trusted Contact at our discretion. It is important to note that a Trusted Contact will not be able to view your account information, complete transactions on your account, or inquire about account activity. You authorize us to place a temporary hold on disbursements of funds from your account if Patelco Credit Union reasonably believes financial exploitation has been attempted or has occurred in your account or in other circumstances we believe are necessary for your protection. You may designate multiple Trusted Contacts and change or amend your Trusted Contact(s) at any time by providing Patelco Credit Union a newly signed Trusted Contact Authorization form, which will supersede any previous form on file. Your authorization for a Trusted Contact(s) is optional, and you may withdraw it at any time by notifying Patelco Credit Union in writing.

## **Sale of Personal Information**

We do not sell your personal information for monetary consideration. However, there may be instances where we disclose or share

your information with a third party, for non-monetary consideration, in order to provide you with a product or service or for other internal business purposes.

We do not sell or share the personal information of consumers under the age of 16, without parental or guardian consent.

## **Our Obligation to Follow Instructions**

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

Because we operate in an automated processing environment, we cannot honor dual or multiple signature requirements. We will follow the most recent instructions for a transaction or service we have received and will have no liability to any person for doing so. If we receive conflicting instructions, we have the right to freeze the related share or loan account until we receive consistent written instructions from all Signers or Obligors or a court order.

We have the right to refuse to follow instructions for a transaction or service if we reasonably believe them to be inauthentic, unauthorized, or made under duress. We will not, however, be liable to any person for following instructions that are inauthentic, unauthorized or made under duress unless either (1) we have actual knowledge of the lack of authenticity, lack of authorization, or duress (2) our negligence, such as our failure to follow commercially reasonable

security procedures, results in our following unauthorized instructions, or (3) the law imposes responsibility on us, such as for paying checks with forged signatures if reported to us in a timely manner.

The authority of a Signer or Obligor to give instructions on a share or loan account may be terminated in one of three ways. First, the share or loan account may be closed and re-opened with different signature or borrowing authority (approval of a new membership application and/or new credit application may be required). Second, all current Signers or Obligors may give their written consent to the change. Third, in the case of a person having access to a share or loan account in a fiduciary capacity (such as the holder of a power of attorney), notice must be given to the Credit Union in writing of either (1) the revocation of the fiduciary's authority by the principal who granted the authority (2) the resignation of the fiduciary, or (3) a court order revoking the fiduciary's authority. A valid court order of which we have actual notice in the form of a certified copy of the order will always supersede inconsistent instructions from any Signer or Obligor.

By maintaining any share or loan account at the Credit Union, you agree to defend, indemnify, and hold the Credit Union harmless from any claims, losses, damages, liability or expenses that result from our accurately following the instructions of any Signer or Obligor.

### **Electronic Service Options**

Many Members prefer to conduct their business with us electronically whenever possible. We make services available electronically when permitted by law, technically feasible, and consistent with safety and soundness.

Many of our electronic services are available for you to sign up for as soon as your membership is approved. Certain of our electronic services require additional credit qualification. You can immediately use CALL-24, the ATMs including ATMs at Credit Union Service Centers (CUSCs), or Online Banking. Using your touch-tone telephone with CALL-24, you can transfer funds, obtain loan advances, withdraw money, or check the status of direct deposits. Online Banking allows you to do everything you can do with CALL-24 plus: access Bill Pay and presentment; open additional share accounts and certificates; view eStatements; order and reorder checks; receive special alerts and announcements; update your profile including address, phone, and email information; and (with Anywhere Deposit and according to its special user terms) deposit checks remotely by sending a scanned image to us. Access to the internet is required. You may also access your accounts with our Mobile Banking system. To use Mobile Banking, you must first enroll in Online Banking and access the special URL from your cellular phone with Internet access. With Mobile Banking you may (1) transfer funds between your accounts (2) find out if checks have cleared (3) verify account balances and (4) pay bills with Bill Pay. These systems are described in greater detail in the in the ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE section of this Handbook.

In Online Banking, you can:

- elect to retrieve all periodic statements on your accounts and loans electronically in lieu of having us mail you a paper statement
- apply for loans or new share accounts
- obtain agreements and disclosures for the loans and accounts you request (by using the Message Center)

We will tell you the type of equipment you need to download and print documents we provide to you electronically. If you request electronic services, we can assume that you are able to download and print documents. If you have difficulty downloading or printing a document electronically, you should ask us to provide paper documents.

The terms and conditions of online and mobile electronic banking services are described in the separate Site Terms and Conditions (available at [patelco.org](http://patelco.org)). The permissions and rights associated with online and mobile banking are different from and in addition to the terms and conditions of our regular deposit functions described in this Handbook.

### **CU Service Centers® Shared Branching**

Members can conduct business on their Patelco share accounts and loans at Credit Union Service Center (CUSC) locations. All transactions conducted at a CUSC are subject to the CUSC's separate operating procedures, policies, and fees. Transactions on Patelco share accounts and loans are subject to the terms of Patelco's agreements with its Members. Patelco may impose fees for some transactions conducted at a CUSC. Please see the Fee Schedule ([patelco.org/FeeSchedule](http://patelco.org/FeeSchedule)). You may need a Patelco ATM Card, Debit Card, or Credit Card and a confidential PIN to access your accounts at a CUSC. A government issued ID, such as a driver's license, along with your Member Number or specific account number will be required to complete your transaction. If you do not have your Patelco ATM Card, Debit Card, or Credit Card with you, the CUSC may complete a transaction for you and may impose a CUSC fee for doing so.

Services provided at a CUSC may include deposits, withdrawals, check cashing, account inquiries, fund transfers, loan payments,

loan advances, traveler's checks, and money orders. You will receive receipts for transactions conducted at a CUSC and they will be reflected on your periodic statement. Keep your receipts to verify your statement. Transactions made through a CUSC are processed the same business day. Business days are Monday through Friday, excluding holidays. Transactions made on weekends, including Friday evenings, and holidays will be processed on the next business day.

### **Patelco Branch Conduct Policy**

To ensure a safe environment for all Patelco members and employees, the Credit Union has adopted the following branch conduct policy. In addition to applying at all Patelco branches, this policy also applies at any facility owned, rented, or otherwise occupied by the Credit Union, such as locations used for community events, workshops, or the annual meeting. The Credit Union has zero tolerance for acts of violence and threats of violence. Without exception, threats, threatening language or any other acts of aggression or violence made by any member will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempt to intimidate or to instill fear in others, menacing gesture, bringing weapons to Patelco branches (and other Patelco facilities, as defined above), stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation. All acts and/or threats of violence, even those made in apparent jest, will be taken seriously, and will lead to action by the Credit Union, up to and including removal from a Patelco branch

or other facility. As outlined in the Grounds for Expulsion or Denial of Services section of this Handbook, action by the Credit Union may also include expulsion from membership. Patelco employees, including any security personnel hired on a part-time or full-time basis, are expected, and encouraged to report any potentially dangerous situations, including threats by members and acts of violence. All threats and acts of violence will be promptly acted upon.

### **Waivers and Modifications**

We can choose not to exercise one or more rights we may have under this or any other agreement we have with you on one or more occasions without such one-time waiver being deemed a permanent waiver of any right and without altering the terms of any agreement with you. Consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service. A modification may include the addition of a new term, a change to an existing term, or a deletion of an old term. Any alteration of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if in writing and signed by an authorized agent of the Credit Union.

### **Authorization to Check Credit**

You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. 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.

### **Member Privacy Policy**

Please see the privacy notices located at the end of this Handbook. Learn more at [patelco.org/privacy](https://patelco.org/privacy).

### **Consent to Use of Mobile Phone Numbers**

For purposes of debt collection, you expressly consent to receipt of phone calls from the Credit Union or its representatives) using all phone numbers provided by you, including but not limited to mobile phone numbers, and whether or not the Credit Union is aware the number is a cellular number. Debt collection includes, but is not limited to, the use and/or employment of automated / auto-dialer and pre-recorded message calls to phone numbers provided by you. You acknowledge and expressly consent to the Credit Union's use for debt collection purposes of auto dialers and pre-recorded messages to phone numbers which have been provided by you. You expressly consent to the receipt of debt collection calls on your cellular and other phone numbers. You further acknowledge that said debt collection calls, including the use of auto dialers and pre-recorded message calls, may result in a fee charged to you by your phone service provider.

### **Call Recording**

To be sure that your inquiries are handled properly, courteously, and accurately, and also for security purposes, you agree that your telephone calls with us may be monitored and recorded.

### **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**; or a copy of the Rules can be obtained at any Credit Union branch (**patelco.org/locations**) 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 ACCOUNT AGREEMENT (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.

**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,

1. This Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, you and we may mutually agree on a substitute forum for the resolution of the Claims.

2. **Effective Date:** This Arbitration Agreement took effect May 5, 2020 (“Effective Date”), unless you opted out on or before July 20, 2020. If you became a Member after the Effective Date, the Arbitration Agreement governs your membership agreement effective on the 61st day after the effective date of your Membership, unless you opted out in writing in accordance with the opt-out provisions herein.

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. You agree that you will pay all fees and costs you are responsible for pursuant to the Rules. We agree that we will pay all fees and costs that we are responsible for pursuant to the Rules. Notwithstanding anything to the contrary in the Rules, each party will pay its own attorneys', expert and other fees not covered by the Rules, unless awarded by the arbitrator under applicable law. 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 Account Agreement.

8. RIGHT TO OPT OUT: **New Members** 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 the first day of your membership. Your opt-out is only effective if you notify the Credit Union in writing by sending a letter to Patelco Credit Union, Compliance Department, 3 Park Place, Dublin CA 94568, or an email to [optout@patelco.org](mailto:optout@patelco.org) 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 have multiple Member Numbers, your letter must indicate those numbers. 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 Account Agreement or of your relationship with the Credit Union.

9. Inapplicability 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.

10. For more details or if you have questions, you may call us or visit a branch ([patelco.org/locations](https://www.patelco.org/locations)). If you have questions about AAA procedures, you should check AAA’s website ([adr.org](https://www.adr.org)).

### **Your Consent to the Terms of this Handbook**

Completion and submission of a membership application constitutes your agreement to the terms of this Handbook.

## **YOUR CREDIT UNION SHARE ACCOUNTS**

### **Federal Deposit Insurance**

Patelco Credit Union accounts are federally insured by the National Credit Union Administration, a US government agency. Single-owner accounts of a member are added together and insured up to \$250,000. A member can also have an IRA account that is federally insured separately from the member’s non-IRA accounts up to \$250,000. Separate, additional federal account insurance coverage is available for Joint Owner accounts and for informal trust/POD accounts (where you designate Joint Owners or POD beneficiaries.) You can refer to the National Credit Union Administration, [ncua.gov](https://www.ncua.gov), for further details.

### **Minimum Balance**

The minimum balance to maintain membership and be eligible for Credit Union services is \$1 in the Regular Savings Account.

### **Earnings and Payment of Dividends**

If a share account earns dividends, they accrue from the business day we receive your deposit. The Board sets our competitive dividend rates, taking into consideration the cost of funds and market conditions.

Dividends are only paid out of current income and available earnings after required transfers to reserves at the end of the dividend period. Dividends cannot be guaranteed. Unless otherwise indicated, dividend rates and corresponding annual percentage yields are not set in advance, are variable and can change at any time. The Board may change dividend cycles.

### **Account Ownership and Transfer of Proceeds at Death**

You own all accounts established under your Member Number. When permissible, you may designate one or more Joint Owners of your accounts either at the time of your application or at any time after. Joint owners are not allowed on IRA, HSA, or UTMA Accounts. Joint Owners are also prohibited on fiduciary accounts (such as living trust or estate accounts), but in situations where more than one fiduciary is appointed, the co-fiduciaries may both sign on the account. Co-fiduciaries are prohibited by law on UTMA accounts.

Joint Owners must complete and sign a membership application along with the Member. Joint Owners, along with the Member, own all proceeds of each non-IRA and non-HSA account held under that Member number, with right of survivorship. Joint Owners may deposit or withdraw any amount in any non-IRA account under that Member number, except that a Joint Owner cannot withdraw funds that would have the effect of terminating the Member’s membership. Withdrawal by any one owner of funds in an account terminates the rights of all other account owners to the withdrawn funds.

Joint Owners acting individually may pledge share accounts as security for loans. In

addition, if a Joint Owner becomes indebted to the Credit Union in any manner, any share account in which the Joint Owner has an interest becomes subject to the Credit Union's Right of Offset, even if the Member on the share account is not a party to the transaction that resulted in the Joint Owner's debt. If the Member on a checking account establishes an Overdraft Protection Plan for the account from a credit line or a savings or Money Market Select account, any Joint Owner on the designated checking account can also access the Overdraft Protection Plan source. This is the case even if the Joint Owner of the checking account is not a Joint Obligor on the credit line or a Joint Owner of the account from which funds will be transferred to cover overdrafts.

Should any owner of a joint account die, any surviving Owner(s) will automatically own any money in the account. When the last owner dies, the account proceeds will automatically pass to any named Pay-on-Death (POD) beneficiary(ies), or, if no beneficiaries are named, to the estate of the last owner to die. Should the Member die, the account and accompanying Member Number will be closed.

If the Joint Owner is eligible for Membership, a new Member account will be opened, and all eligible account proceeds will be transferred to the new account with a new Member Number. If the Joint Owner is not eligible for membership or elects not to establish membership, a check for the account proceeds will be issued to the Joint Owner and the account will be closed.

A person who is a Signer on an account in a fiduciary capacity only (for example, an attorney-in-fact) does not succeed to ownership of account proceeds at the death of the last Owner of the account.

Other than in the case of death, removal of a Joint Owner from an account can be done in two ways – voluntarily or involuntarily. In the case of a voluntary removal where the Joint Owner wishes to be removed, the Joint Owner must complete and return our Request to Remove Joint Owner form. In the case of an involuntary removal where the Joint Owner is either unavailable or unwilling to initiate a voluntary removal, the Member must complete and return our Request to Remove Joint Owner form. Removal is not complete until we approve the removal request at our discretion and confirm the removal in writing. Any removed Joint Owner will no longer have any right to (1) access the funds in the account (2) obtain information about the account, or (3) initiate any new transactions on the account. Patelco will notify (a) the Member upon receipt of a Joint Owner's removal request (b) the Joint Owner upon receipt of a Member's removal request, and (c) both the Member and Joint Owner upon approval or denial of a removal request. If Patelco does not approve a Member's removal request, the Member must close the account and open a new account to remove the Joint Owner.

Members may also elect to own accounts individually rather than jointly. On individual accounts, the account proceeds will transfer at the Member's death to any named POD beneficiary(ies) or, if no beneficiaries are named, to the Member's estate. If you have no surviving joint owners or POD beneficiaries, and your estate will be subject to probate in the state where you live, we will issue a check for the proceeds of your account to your executor or administrator after we receive copies of letters testamentary, or letters of administration issued by the court.

If your estate will not be subject to probate under a law such as California Probate Code § 13000 et seq., which provides for the distribution of property of small estates without probate, we will, upon receipt of legally sufficient documentation, disburse account proceeds consistent with the requirements of applicable law.

On accounts with designated POD beneficiaries, funds pass automatically to the named beneficiaries and are not subject to any probate proceeding. If you name more than one POD beneficiary, your beneficiaries will receive account proceeds in equal shares unless you indicate otherwise in writing either on your membership application or another authenticated written Instruction to Patelco. POD beneficiaries must identify themselves consistent with our Customer Identification Policy and will be subject to any screening required by law (such as OFAC screening) before information or funds will be disbursed to them. POD beneficiaries are not allowed on UTMA or fiduciary accounts. You may wish to consult with your tax advisor or legal advisor before you designate POD beneficiaries on IRA accounts because your decision may have significant tax consequences.

All Patelco joint accounts are joint tenancy accounts with right of survivorship. Any disputes about the entitlement to funds in joint accounts must be resolved by the account owners or their successors in interest without involvement from the Credit Union. Under community property law, a married person or a person in a domestic partnership can establish financial institution accounts in his or her own name without the consent of his or her spouse or partner. The account-owning spouse or partner can designate any POD beneficiary he or she wishes. However, the surviving spouse or domestic partner of the

account owner may have a right to his or her community property interest in the account at the death of the account owner. This interest, if asserted, would reduce the amount that transfers to a non-spouse POD beneficiary.

The Credit Union will retain and follow only your most recent authorization. The Credit Union will consider any omission from your current authorization of information that was included in a previous authorization of yours to have been intentional. Thus, for example, if your earlier authorization designated a POD beneficiary and your current authorization has no POD beneficiary designation, we will assume that you want your share accounts to pass to your estate at your death.

### **Fiduciary Accounts**

This form of account may be opened by an individual acting on behalf of another in a fiduciary capacity, such as an executor, administrator, guardian, custodian, conservator, or representative payee under court order or other appropriate documentation. Fiduciary accounts are subject to separate written agreements. Certain restrictions apply. By opening a fiduciary account, we do not undertake any obligation to monitor your use of the account or enforce the terms of the trust, court order, and/or any other agreement that applies to you as the fiduciary, and we are not responsible for your actions as the fiduciary, including misuse of funds.

### **Business/Corporate/Organization Accounts**

Patelco may, at our option, establish accounts for business purposes if the business is in our field of membership and otherwise meets our business

account requirements. Patelco accepts Sole Proprietorship, General Partnership, Limited Partnership, Limited Liability Partnership, Corporation, Limited Liability Company, Unincorporated Association, and Incorporated Association business entity types. Patelco may require specific information and documentation concerning the business including, but not limited to, the following: (1) documentation of the business' existence as a legal entity and active operating status of the business entity, including resolutions, agreements, documents required to be filed with the State of California, State of California agency, county, or licensing agency, and any related required updates or other required periodic filings (2) Signer(s) and documentation of signature authority (3) area(s) of activity or trade (4) taxpayer ID number, and (5) tax returns. Personal guarantees may be required. The Credit Union may decline an application for a business account for any lawful reason.

Patelco Credit Union does not offer business accounts to political parties, fundraising groups, campaign organizations, businesses engaged in any activity that violates state or federal law, businesses that present a degree of risk that we in our reasonable discretion determine that we do not have the capacity to manage, or businesses that we in our sole discretion believe could be detrimental to Patelco's reputation in the communities we serve. The following is a non-exclusive list of business types that Patelco does not serve: (1) any business subject to any sanctions administered by the Office of Foreign Assets Control (2) medical marijuana dispensaries or any other business involved in the marijuana industry (3) money services businesses (MSBs) (4) gambling businesses (5) digital currency businesses (6) third party payment processors (7) prostitution businesses, whether legal

or not (8) embassies, consulates, and diplomatic missions (9) pawn shops or pawnbrokers (10) anonymous ownership entities, and (11) adult entertainment businesses.

The Credit Union may rely solely upon our records to determine the form of ownership of your business account, as well as the Signer(s) on the account. Each Signer on a business account is duly authorized to act with respect to the account, and we are authorized to act on all matters relating to the account upon the order of any one of the Signers. Payment to any one of the Signers shall be valid and shall discharge the Credit Union from any further liability for such payment. We may honor checks drawn against your account by Signers, 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 agree that any requirement to permit withdrawal only upon the signature of two or more Signers is for your internal use and benefit only and will not be binding on us.

You are responsible for notifying the Credit Union of any changes in authority to act on a business account. You may add, remove, or change the status of Signers after compliance with applicable Credit Union procedures and upon presentation of the appropriate form(s) required by the Credit Union. We may continue to recognize a Signer's authority until we have received and have had a reasonable time to act upon your written modification or revocation of it.

You are also responsible for (1) ensuring that each Signer is provided a copy of this Account Agreement and is familiar with it (2) the actions of Signers on your business

account(s) (3) monitoring your account(s) (4) supervising employees and other persons authorized to conduct business on your account(s) (5) reviewing all statements and other information we send you regarding your account(s), and (6) immediately reporting to us any suspicious activity related to your account(s).

The Truth in Savings Act and the Electronic Funds Transfer Act generally do not apply to business accounts, and Patelco disclaims the obligation to comply with such laws with respect to business accounts.

### **Continuing Authorization to Open Accounts**

By completing a membership application, you give the Credit Union a continuing authorization to open any share account for you on your verbal request and deposit of funds. New share accounts under the same Member Number will have the same Joint Owner(s) and/or POD beneficiary(ies) as any existing share accounts under that Member Number.

If a Member wishes to designate different Joint Owners for different share accounts, or to have both joint and individual accounts, or to have different POD beneficiaries for different accounts, you must provide a separate membership application for each account that will have different owner or beneficiary combinations. Although multiple Member Numbers may be assigned, this will not result in any individual obtaining more than one membership or more than one vote in Credit Union elections.

### **Deposits and Withdrawals**

Funds can be deposited to your share accounts by (1) direct deposit of your net pay or retirement benefits (2) automatic payroll deduction (3) in person at Credit

Union branches or Credit Union Service Centers (4) by mail (5) by wire transfer (6) through certain ATM networks to which the Credit Union belongs (7) with Anywhere Deposit service by taking a photograph of a paper check using your mobile phone and transmitting to us, and (8) by transfer from other Credit Union accounts. Certain deposits are subject to delayed availability, as spelled out in the Funds Availability Policy section of this Handbook.

Withdrawals can be made (1) in person at Credit Union branches and Credit Union Service Centers (2) by an authenticated electronic request (Call-24, Online Banking) to transmit a check, electronic transfer or wire transfer to you or a person you designate (3) at ATMs (4) by writing checks if you have a Credit Union Checking Account, and (5) by pre-authorized (ACH) transfer.

Withdrawals by cash are limited to availability of cash and may be limited to Credit Union branch cash policy, which is up to \$5,000 per member per day. For security reasons, members who wish to withdraw more than \$5,000 in currency in a single day must submit a request to a branch manager. All larger cash withdrawal requests are subject to approval by Patelco.

Withdrawals from available funds can be made by Credit Union check payable to you. On your accounts, where applicable, you may make as many transfers or withdrawals out of the account as you wish, provided you have sufficient funds. The number of deposits you may make is unlimited on all account types except for certificate accounts. Unless otherwise stated, you may make as many withdrawals or transfers out of your accounts as you wish using these means: (1) in person (2) by

mail (3) at the ATM (4) by a telephone request to mail a check payable to you to your address in our records (5) by ACH, or (6) by applications such as Bill Pay, Zelle®, etc.

We may refuse to accept for deposit checks or other items that are stale dated (more than six months old), appear to have been altered or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts. We operate in an automated processing environment and do not physically examine all items presented for deposit. You agree to defend, indemnify, and hold the Credit Union harmless from any claims, losses, liability, damages or expenses we incur as a result of accepting items for deposit to your accounts, unless we fail to exercise ordinary care in accepting the item.

We can accept an item payable to you for deposit to any account of which you are the owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or a single owner account. If an item is payable to you, we can accept the item for deposit to any account of which you are an owner in our records, whether or not you or the other person(s) have endorsed the item, and whether the account to which the item is deposited is shown in our records as a joint account or a single owner account. If an item is payable to you and another person: (1) we can accept the item for deposit to any account on which you and all other payees are Joint Owners in our records, whether or not you and/or the other payee(s) have endorsed the item (2) if all payees have endorsed the item for deposit to an account that you have with us, we will accept the item for deposit to that account, regardless of the ownership of that account, and (3)

if the item is deposited to an account on which all payees are not shown as Joint Owners in our records, we can, at our option, either refuse to accept the item for deposit, or accept the item for deposit to an account that our record show is owned by an endorsing payee. If we accept the item for deposit to an account owned by an endorsing payee, the endorsing payee agrees to defend, indemnify and hold the Credit Union harmless from any and all claims by non-endorsing payees. If an item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your account or to require that the third-party payee's financial institution guarantee the third party's endorsement. These "third party checks" cannot be deposited using a Patelco ATM or using our Anywhere Deposit service. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify, and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution. We have the right, but not the obligation, to refuse to accept for deposit items payable to you but not endorsed by you.

If we receive an erroneous deposit, such as a duplicate direct deposit of your net pay or a direct deposit of social security benefits after the payee's death, we can return the erroneous deposit to the payor and deduct the amount of the erroneous deposit to your account.

If an item you deposit is returned unpaid, we will deduct any amount for which you have received provisional credit from your accounts. All credits are provisional until we receive final payment from the institution on which the deposited item is drawn.



You acknowledge that our making funds from a non-cash deposit available to you for withdrawal is not a guarantee or representation by us that the item you deposited will be paid. If you are concerned about the validity of an item you want to deposit, you should contact the financial institution on which the item is drawn. No Credit Union employee has the expertise or is authorized to give you an oral or written guarantee that an item you deposit will be paid. Should any Credit Union employee state orally or in writing that they believe an item you deposit will be paid, that should be interpreted only as that employee's opinion and not as a guarantee. If the paying financial institution lawfully returns an item you deposited, we will deduct the amount of the item from your account, even if you have already withdrawn the funds and even if the deduction results in a negative balance.

We can deduct amounts of erroneous payments or uncollected deposits without advance notice to you, though we will notify you as soon as is reasonably practicable. You must, upon our demand, restore any negative balance that results from our deducting erroneous or uncollected deposits from your accounts. If you do not do so, our Right of Offset applies. See our Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule).

Funds pledged as security for loans cannot be withdrawn without the Credit Union's prior written consent. If we inadvertently allow you to withdraw funds pledged as security for a loan, you agree to either (1) restore the balance of the pledged funds to the amount required by your loan agreement immediately upon our demand or (2) increase the interest rate on the loan to the maximum interest rate we are charging at the time on unsecured loans. We may refuse withdrawals if you have

delinquent obligations with us.

Items drawn on an institution located outside of the United States and/or in a currency other than US Dollars may be accepted by the Credit Union on a collection basis only as long as the amount is equivalent to \$250 (US) or more. The Credit Union will attempt to collect on the item for you and will credit the collected funds to your account. There may be fees charged by the foreign bank that will reduce the amount of the collection item. The Credit Union will charge a separate processing fee for this request. Please see the Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule).

#### **Non-Transferability of Accounts**

We can only transfer funds between Patelco checking accounts, whether between accounts of yours or between you and another Patelco member. To transfer your shares to another member, you must use a written form acceptable to us.

#### **Dividend Calculation, Compounding, and Crediting**

We calculate dividends on all of our accounts using the daily balance method, which applies a daily periodic rate to the balance in the account each day. No dividends will be earned on any day that the account balance is below the stated minimum to earn dividends. The daily balance method does not apply to the frequency of compounding or crediting the dividends. Dividends are credited (posted) on the last day of the dividend period. For example, if dividends are credited quarterly, they are credited on March 31, June 30, September 30, and December 31. For certificate accounts, dividends are posted at maturity for certificate terms shorter than

12 months. For certificate accounts with terms 12 months or longer, dividends are posted monthly and compounded monthly.

### **Fees**

All Credit Union Accounts may be subject to fees which, if assessed, may reduce earnings. Please see the Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule).

### **Permanent Records and Statement Review**

We will mail to you (or make available electronically) periodic statements recording all deposits, withdrawals, checks drawn on your Checking Account (if you have one), dividends (if any) and fees. All accounts will receive a statement at least quarterly unless the account is restricted. Checking accounts and accounts with electronic transfer activity will receive monthly statements. If there is more than one owner of the account, the statement will be sent to the first account holder. If you elect paper statements, we will mail them to you at your address in our records. You must notify us promptly of any address change in writing.

If you enroll through Online Banking, we will provide electronic statements rather than paper statements unless you opt out of electronic statements. If you request to receive electronic statements in lieu of paper statements, we will send you an email each month notifying you when your electronic statements are available to be viewed on our secure web site. Statements reflect all transactions on your accounts. If you do not receive a statement or an email notifying you that your statement is available for retrieval via online banking, contact the Credit Union promptly (within thirty (30) days) after the date you expected to receive the statement or notice and request a copy.

You will not receive your canceled checks, but we do truncate checks. You can obtain copies of them for up to seven years. The first two check copies per statement period are free; additional copies are subject to a fee. Please see the Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule). Copies of checks are available at no charge through Online Banking.

The Credit Union is not responsible for items lost in delivery by the post office or otherwise not collected by the Member. If you do not receive a statement from us that you are expecting, you can request a duplicate by using Online Banking or by calling us or writing us. Our contact information is provided at the end of this Handbook.

If any mailed statements that we send you are returned undelivered by the post office, the Credit Union is authorized to destroy them. Destroyed statements will be available by optical storage for the time period required by law. If you do not receive a statement, please contact us promptly.

### **In Case of Errors or Inquiries About Your Statement**

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

If you suspect that there was an unauthorized signature or alteration of an item that affected one of your accounts (for example, if you think someone forged your signature on your check), you must notify us in writing within thirty (30) days after we mailed you the first statement on which the item appeared. If you do not tell us within

thirty (30) days, we are not responsible for any losses you incur because of the forgery or alteration of a check on your account. We operate in an electronic processing environment, and it is not economically or practically feasible for us to examine every signature on every check. For this reason, we are, as permitted by the Commercial Code, altering the provisions of the Code regarding the time limits for reporting unauthorized signatures or other unauthorized transactions on checking accounts.

The Credit Union will investigate any errors, provided you notify us within sixty (60) days of the mailing of the statement containing the error. Tell us all the information requested under the section entitled In Case of Errors or Questions About Your Electronic Transfers. We will not be liable for errors if you fail to notify us within the 60-day period.

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

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

### **Electronic Transfer Errors or Unauthorized Use**

Please see the separate ELECTRONIC

FUNDS TRANSFER AGREEMENT AND DISCLOSURE in this Handbook for information about your rights and responsibilities.

### **Closing Accounts**

Any Owner or Signer on an account may close the account at any time, except that a Joint Owner cannot withdraw funds that would have the effect of terminating the Member's membership. When you close an account, you must keep sufficient funds available in the account to cover any outstanding items and charges to be paid from the account. You must notify us if you wish to close your account. Transferring all your funds out of the account or otherwise reducing the account balance to zero is not sufficient notice and will not prevent fees from being charged to the account, as applicable.

We may close an account (1) if you are expelled from membership (as described above) (2) if the account has a zero balance for at least ninety (90) days or there has been no activity on the account for at least ninety (90) days, or (3) in our sole discretion at any time with or without cause. When we close an account, we will notify you and send you the balance on deposit in your account less any fees, claims, setoffs, or other amounts for which you are responsible. In some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the account closure becomes effective.

Items presented for payment after the account is closed may be dishonored. We may reopen your account if we receive a dishonored or returned item that you are responsible for, such as a preauthorized debit initiated on your account and not

canceled prior to account closure. You will have to repay any balance due arising from such transaction.

### **Escheat**

Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law. If our records indicate that you live in California and there has been no activity on your account other than crediting of dividends for three years, your account will be deemed abandoned and subject to forfeiture to the state of California pursuant to California Code of Civil Procedure §1513.5. We will charge the maximum fee allowed by law for this process. After two years of inactivity, we will notify you at your address in our records that your account will escheat if you do not contact us to indicate an interest in your account. Once the shares and dividends are turned over to the State, the Credit Union has no further liability to you. You must contact the State Controller's Office to request return of the funds. The address is: Division of Unclaimed Property, PO Box 942850, Sacramento, CA 94250-5873. For general inquiries about claims, you may call 800.992.4647 for National and 916.323.2827 for California. You need to provide the escheatment amount and escheatment date. This information is found on the last statement you received from the Credit Union. Accounts which are escheated to a state in the middle of a period will not be paid dividends/interest for that period. If you reside in a state other than California, and your state law requires us to turn over inactive accounts, we will comply with any notice and turn over requirements imposed by your state.

### **Our Handling of Accounts in Case of Your Death or Incompetence**

If there are no Joint Owners on your account,

your death, or a court appointment of a conservator to manage your legal affairs will terminate our authority to disburse funds from your account. Our authority will terminate ten days after the later of (1) the date of your death or the appointment of a conservator or (2) the date we learn of your death or the appointment of a conservator. After we learn of your death or incompetence, we will comply with the law or court orders in disbursing account proceeds, and we will honor stop pay requests by any persons claiming an interest in your account.

### **Early Withdrawal Penalties; Waiver of Penalties**

Unless otherwise specified, on all accounts subject to early withdrawal penalties, if funds are withdrawn within six days of account opening or renewal, the penalty will be seven days' dividends on the entire account balance, even if less than the entire balance is withdrawn and even if the penalty will invade principal. Other penalties are stated in the applicable account descriptions below. If an account has an early withdrawal penalty, the penalty may be waived at our discretion if (1) you close an IRA Certificate within seven days of opening it, but only to the extent the penalties would invade principal (you will pay any penalties that will not invade principal) (2) you withdraw funds from an IRA Certificate after reaching age 59-1/2 or you withdraw funds from an IRA Certificate as part of a Required Minimum Distribution after reaching age 72 or becoming disabled (3) you withdraw funds within one year after our merger with another federally insured financial institution, if the merger results in a loss of federal insurance on the Certificate that you would have maintained had the merger not occurred (4) any owner of the Certificate dies

(5) any owner of the Certificate is deemed incompetent by a court or other administrative body of competent jurisdiction, or (6) you withdraw the funds within the grace period following maturity.

### **Authorization Holds for Debit Card Transactions**

When you use your Debit Card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your Debit Card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your Debit Card is swiped before your actual transaction amount is

known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of Debit Card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

### **NSF Transactions**

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we will decline and return it unpaid each time the resubmitted item is presented, unless you have opted into our Debit Card NSF Protection plan. If you have opted into our Debit Card NSF Protection plan, we will charge a Paid NSF Fee if a resubmitted item is paid when your account lacks sufficient available funds to pay it.

When you initiate transfers and payments through your Credit Union online banking or Bill Pay services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, we may decline the transaction, and then resubmit the same transaction at a later time in an attempt to process your requested transaction.

## **TRUTH-IN-SAVINGS DISCLOSURES**

### **Balance Computation Method**

Dividends and interest are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

### **Interest Accrual on Noncash Deposits**

Interest will begin to accrue no later than the business day we receive provisional credit for the deposit of noncash items (e.g., checks) to your account.

### **Fees**

Please refer to the Fee Schedule ([patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule)) for fees related to any services performed or activities provided.

## **Discontinued Savings Account Types**

We no longer accept new accounts for a gr8 Savings Account, a Pay-Me-First Account, a Treasury Plus Account, a Funds Plus Account, a Money Market Account, a Money Market IRA, an Insured Variable Money Market Fund, a Treasury Income Account, or a 7-Year Term Certificate or Rising Rate Certificate. If you have such an account, you may keep your account until we notify you otherwise. Please contact us at 800.358.8228 or [patelco.org](https://www.patelco.org) if you need the current rates or other details of that account product.

## **Discontinued Checking Account Types**

We no longer accept new accounts for a Premier Interest Checking Account. If you have such an account, you may keep your account until we notify you otherwise. Please contact us at 800.358.8228 or [patelco.org](https://www.patelco.org) if you need the current rates or other details of that account product.

## **Regular Savings Account**

Dividend rates and APYs are set at the end of each month and can change monthly or more frequently at the Board's discretion. If your balance reaches a designated dividend tier on any day, the entire account balance will earn the dividend rate for that tier on that day. For current rates and tiers as set by the Board, see our rates on our web site.

Dividends are credited and compounded monthly on the last day of the month. The minimum balance to open this account and be eligible for Credit Union services is \$1. This account can be used as an Overdraft Protection Plan source. This account can be pledged as security for a loan.

## **Money Market Select and Money Market Select IRA Accounts**

Limited to one Money Market Select Account and Money Market Select IRA Account per

account/Member Number. No minimum deposit required to open an account. Dividend rates and APYs are set weekly and can change more frequently at our discretion. For current rates and tiers, see our rates on our web site.

Dividends are credited and compounded monthly on the last day of the month. Interest is paid at tier rates on balances within each tier. Total interest paid is the sum from each tier.

You can make unlimited deposits to your regular Money Market Select Account. Contributions to and withdrawals from the Money Market Select IRA Account are subject to IRS limitations. Funds in this Account (if it is not an IRA) are available for the Overdraft Protection Plan. This account cannot be pledged as security for a loan. The Money Market Select Account (non-IRA) has an optional checking feature. Should your Money Market Select Account have more than three checks clear in any calendar month period, we reserve the right to close the account or convert the account to a Checking Account without advance notice. The same check processing fees as disclosed for Patelco's Checking Account (such as NSF, Check Copies and Stop Payment) apply to checks written on the Money Market Select Account (see Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule)). Patelco reserves the right to discontinue the Money Market Select Account and the Money Market Select IRA Account at any time without notice.

### **Certificate Accounts**

You can select certificates with terms from ninety (90) days to sixty (60) months in length. Certificate accounts give you a fixed dividend rate and APY over the specified term. Dividend rates and APYs offered on

new certificates can change any time at the Board's discretion. On certificates with terms less than 12 months, dividends are compounded and credited at maturity. For certificates with terms longer than 12 months, dividends are compounded and credited monthly on the last day of the month. A minimum balance of \$250 is required to open and maintain an IRA certificate. A minimum balance of \$250 is required to open and maintain all other certificates. You may borrow against non-IRA certificates provided that the loan term does not exceed the certificate maturity date. You cannot use Certificate accounts for Overdraft Protection Plan.

Special certificates may be offered from time to time and may be subject to additional separate terms and conditions.

Special certificate accounts with separate account agreements may allow for additional deposits or withdrawals. Only one withdrawal, deposit, and/or change in term is allowed at maturity or during the grace period. You may withdraw credited dividends at any time, but any other withdrawals prior to maturity will be subject to penalty. Other conditions may exist, such as deposit requirements for new money only, and will be disclosed separately.

**IRA Certificates:** All terms of certificates can be opened as IRA accounts. The same rules apply for yield calculations and early withdrawal penalties as regular certificates.

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

**Renewal at Maturity:** Certificate Accounts

renew automatically at maturity unless, at maturity or during the ten (10) day grace period that follows maturity, you close the Certificate Account or ask us to transfer the funds to a Certificate Account with a different term. Automatic renewal will be for the same term (or the closest shorter term if we are no longer offering the same term) and at the Dividend Rate and APY the Credit Union is then offering for Certificates for that term. We will send you a notice before your Certificate matures, but the rate and APY for the renewed Certificate will not be determined until the maturity date. Please call the Credit Union at 800.358.8228 on the maturity date to learn the dividend rate and APY that will apply to the renewed Certificate.

**Transaction Limits:** Funds may not be added to, and principal may not be withdrawn from, a Certificate Account after it is opened, except at maturity or during the grace period following maturity.

**Early Withdrawal Penalties:** If you withdraw principal from a Certificate Account prior to maturity, an early withdrawal penalty will apply. If you withdraw funds within six days of opening a certificate, a penalty of seven days' dividends will be assessed, even if the penalty invades principal (except for IRA certificates, where the penalty will not invade principal). All other early withdrawal penalties on certificates with terms up to forty-seven (47) months will equal the lesser of dividends earned on the Certificate or ninety (90) days' dividends. Early withdrawal penalties on certificates with terms of forty-eight (48) months or longer will equal the lesser of dividends earned on the Certificate or one hundred eighty (180) days' dividends.

**Maturity Date:** For time accounts, your account will mature on the date specified in the Certificate agreement.

**Bonus Information:** If there is any bonus offered on a Certificate account, you must maintain the specified minimum daily balance in order to obtain the bonus, along with keeping your Certificate account open and in good standing for the time period required according to the terms of a specific promotion, if any is offered.

**Effect of Account Closure or Early Withdrawal:** The annual percentage yield (APY) is based on the assumption that interest will remain in the account until maturity. A withdrawal or early closure prior to maturity will reduce earnings.

### **5-Year No Penalty Certificates**

The 5-Year No Penalty Certificate allows up to six (6) withdrawals per month with no penalty. The 5-Year No Penalty Certificate does not allow additional deposits at any time. Current dividend rates and APYs are shown on monthly statements.

The disclosed 5-Year No Penalty Certificate APY reflects the total interest that will be paid during the term of the certificate and assumes accrued and credited dividends will remain in the account until maturity. At maturity, the 5-Year No Penalty Certificate will automatically renew as a standard, fixed share certificate of a 5-year term at the prevailing rate. Minimum deposit is \$250 for Certificates. Dividends are compounded and credited monthly on the last of the month. Please see the Certificate Accounts section in this Handbook for other terms and conditions that apply to certificates generally.

Patelco reserves the right to discontinue the 5-Year No Penalty Certificate and IRA Certificate Account at any time.

**IRA Certificates:** The 5-Year No Penalty



Certificate may also be opened as an IRA. The same rules apply for yield calculations as apply to a standard non-IRA 5-Year No Penalty Certificate. The same renewal procedures and rules also apply (with the renewed certificate being an IRA certificate).

### **Flexible Rising Rate Certificates**

The Flexible Rising Rate Certificate will give you an automatic interest rate increase once per year on the anniversary date for the term of the certificate. For a period of ten (10) days following your anniversary date, you may withdraw some or all of your money with no penalty. Dividend rates and Annual Percentage Yields offered on new Flexible Rising Rate Certificates can change any time at the Board's discretion.

The disclosed Flexible Rising Rate Certificate Blended APY reflects the total interest that will be paid from all rising rates during the term of the certificate and assumes accrued and credited dividends will remain in the account until maturity. At maturity, the Flexible Rising Rate Certificate (or IRA Certificate) will automatically renew as a standard (non-rising rate), fixed share certificate (or IRA Certificate) of the same term at the prevailing rate. The minimum deposit is \$250 for Certificates (and \$250 for IRA Certificates). Dividends are compounded and credited monthly on the last day of the month.

There is a penalty for early withdrawal for all certificates except as outlined above. Please see the Certificate Accounts section in this Handbook. Terms and conditions vary by account.

Patelco reserves the right to discontinue the Flexible Rising Rate Certificate at any time. The Flexible Rising Rate Certificate is limited to personal accounts only – no business

accounts or institutional funds.

IRA Certificates: A Flexible Rising Rate Certificate opened as an IRA is subject to the same regulations as outlined above, as outlined in the Certificate Account section in this Handbook, and as apply to IRAs generally. The same rules apply for yield calculations as apply to a standard non-IRA Flexible Rising Rate Certificate. The same renewal procedures and rules also apply (with the renewed certificate being an IRA certificate).

### **Holiday Club Accounts**

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

Transfer and Renewal at Maturity: On the maturity date, funds will transfer to a Credit Union checking or savings account you designate. Automatic deposits will continue after the maturity date unless you cancel them and be added to the Holiday Club Account at the then-current dividend rate and APY. Call the Credit Union at 800.358.8228 on November 15th to find

out the dividend rate and APY as of that date for new Holiday Club Accounts.

**Transaction Limits:** You can make deposits at any time. Funds may not be withdrawn except at maturity.

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

### **Kids Savings (also referred to as Youth Savings)**

Our Kids Savings is available to children and teens up to age 17. It features no monthly fee and has no minimum balance requirement. The minimum deposit to open the account is \$1 – which is covered by Patelco. Any deposits to a Youth Savings Account must be made in a branch; no ATM deposits are accepted. The dividend rate and APY are variable and can be adjusted by the Board at their sole discretion at any time. For current dividend rates and APYs, please see our web site.

### **Coverdell Education Savings Account (ESA)**

A Coverdell Education Savings Account (ESA) offers tax-deferred savings that will be used to pay for educational expenses. Please consult IRS guidelines or your tax advisor for which expenses are eligible to be paid from your ESA; many elementary, secondary, and higher education expenses are eligible. For an ESA, you may choose a Regular Savings Account, a Share Certificate account (which offers competitive rates with terms from 3-60 months), or a Money Market Select Account,

which offers competitive tiered rates. All interest earnings and approved education expense-related withdrawals are tax-free. The annual contribution limit is \$2,000 per designated beneficiary. This account carries a \$2 monthly fee, which may be waived if you are a Patelco Commitment Household Member. For the latest rates, please check our rates page on our website at [patelco.org](http://patelco.org).

### **Interest Bearing Checking Accounts**

We have checking account products that pay dividends. The dividend rate and APY are variable and can be adjusted by the Board at their sole discretion at any time. For current dividend rates and APYs, please see our website. Dividends are calculated daily and credited monthly on the last day of the month.

### **Premier Interest Checking**

We no longer accept new accounts for Premier Interest Checking Accounts. If you have such an account, you may keep your account until we notify you otherwise. If your balance falls below \$5,000, your account balance will earn the same rate as our Interest Checking Account for that day. Dividends are calculated daily and credited monthly on the last day of the month. For more information about the Premier Interest Checking Account, please refer to the Premier Interest Checking Account section under the CHECKING ACCOUNTS heading.

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

#### **General Information about IRAs**

Patelco offers Certificate IRA Accounts and Money Market Select IRA Accounts. IRA terms are generally the same as for non-IRA accounts of the same type. Traditional IRA, Coverdell Education Savings Account and Roth IRA accounts are available. IRAs

cannot be pledged as security for loans. We can change or discontinue any IRA product by giving you six months advance notice. If we do this, you must notify us of another IRA into which you would like us to transfer the funds. If we do not hear from you, we will place the funds in another IRA-designated account. IRAs are also subject to a separate additional agreement and disclosure. The following general rules apply to IRAs: (1) there is no minimum balance requirement (unless specifically stated; the minimum balance for IRA Certificates is \$250) (2) you can revoke an IRA contribution during the first seven days without penalty unless it is a Certificate, in which case a penalty equal only to dividends earned may be assessed, and (3) early withdrawals may be subject to tax penalties imposed by the Internal Revenue Service in addition to any Credit Union-imposed penalties; consult your tax advisor. All electronic contributions, including ACH, wires, CUSC, or ATMs, are deemed to be regular contributions for the current year.

### **Discontinued IRA Account Types**

We no longer accept new accounts for a Treasury IRA Account, a Guaranteed IRA Account, or an IRA Special Share Account Certificate of any Series. If you have such an account, you may keep your account until we notify you otherwise. Please contact us at 800.358.8228 or [patelco.org](http://patelco.org) if you need the current rates or other details of that account product.

### **Health Savings Account (HSA)**

To open a Health Savings Account you must complete a separate HSA application and meet the eligibility requirements set by the Treasury Department and IRS. Contributions to and payments from your HSA are subject to the rules determined by the IRS. Your use of the Health Savings Account is also governed by a separate HSA Agreement. Contributions

and payments are reportable to the IRS.

All electronic contributions including ones via ACH, wires, CUSC, or ATMs are deemed to be regular contributions for current year.

Non-electronic HSA transactions, such as contributions to replace mistaken distributions, carryback/ previous year contributions, rollovers, and transfers, will require written request and signature of the HSA owner.

Dividends are credited and compounded monthly on the last day of the month. There is no minimum balance required to open and to earn dividends. The dividend rate and APY are set monthly by the Board at their sole discretion. For current dividend rates and APYs, please see our web site.

Although called a “savings account” Patelco Health Savings Accounts are treated as checking accounts for most purposes. There is no limit on the number of monthly withdrawals.

You can access funds from your Health Savings Account by writing Health Savings Account Checks, using your Health Savings Account Debit Card, and by withdrawal by Credit Union’s Official Check drawn from your Health Savings Account.

Use of the Health Savings Account Checks are governed by the same check processing rules and fees as disclosed for Patelco’s Checking Account (such as NSF, Check Copies, Check Printing and Stop Payment). Use of the Health Savings Account Debit Card are governed by the same Debit Card processing rules and fees as disclosed for Patelco’s Debit Card (such as Debit Card Transaction Copies and Stop Payment). Funds in this account are not available as a source for Overdraft

Protection Plan and is not eligible for Debit Card NSF Protection. If you write a check for more than the funds available in your Health Savings Account, we may at our discretion return the check unpaid. If you use your HSA Debit Card for more than the funds available in your Health Savings Account, we may post the item if previously approved at time of purchase, otherwise it will be returned unpaid. In addition, any funds transferred to your HSA to cover the payment of a check, or a Debit Card transaction will be considered to be a contribution to your HSA. We will have no liability to you should the restoration of a negative balance require you to make a Contribution not permitted by law, whether the negative balance arose for reasons beyond our reasonable control or due to pre-authorized debit card transaction. Non-qualifying use of HSA funds are subject to IRS penalties; consult a tax advisor. This account cannot be pledged as security for a loan. There is a monthly fee for the Health Savings Account. This fee may be waived at our discretion. Please refer to the Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule) for fees that apply to IRAs and HSAs.

## CHECKING ACCOUNTS

### Free Checking Account

There is no minimum balance requirement to maintain this account, nor is there a minimum opening deposit. This checking account does not pay dividends. There is no monthly fee, but fees for special handling and services may apply. See the separate Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule) for fees applicable to checking accounts.

### Plus Checking Account

This checking account provides special benefits as outlined in detail provided when the account was opened, but it does not pay dividends. There is no minimum balance

requirement to maintain the account, nor is there a minimum opening deposit. You will be charged a monthly fee whether or not you have the funds to cover the monthly fee. See the separate Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule) for the monthly fee and other fees applicable to checking accounts. There is not a monthly fee waiver available for this account.

### Youth Checking

Our Student Checking (also referred to as Youth Checking) is available to members aged 13 to 17 only. It features no monthly fee, and the minimum deposit to open the account is \$10. The first order of checks is free, and the account also comes with an ATM or debit card, with a \$200 minimum daily limit on debit card transactions and a \$100 minimum daily limit on ATM withdrawals. See the separate Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule) for other fees applicable to checking accounts.

### BankUp Account

The Patelco BankUp account is a smart and affordable solution for anyone starting or rebuilding a banking relationship. This is a no-fee, no minimum balance checking account with no overdraft or non-sufficient funds (NSF) fees. The account includes a debit card with lower daily purchase limits and lower daily ATM withdrawal limits. Contact one of our branches for more information on this account.

### Interest Checking Account

This account pays dividends. The dividend rate and APY are variable and can be adjusted by the Board at their sole discretion at any time. For current dividend rates and APYs, please see our web site. A \$10 minimum deposit is required to open an Interest Checking Account. You must maintain an average monthly balance of

\$500 in your Interest Checking Account, or you will be charged a monthly fee (see the Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule) for the fee amount). The monthly fee is also waived for (1) Commitment Households (2) accounts held by minors, and (3) members with at least one direct deposit per month for a minimum of \$100. There is no minimum balance in the Interest Checking Account to earn dividends. Dividends are calculated daily and credited monthly on the last day of the month. See the separate Fee Schedule for other fees applicable to checking accounts.

### **Premier Interest Checking Account**

We no longer accept new accounts for Premier Interest Checking Accounts. If you have such an account, you may keep your account until we notify you otherwise.

This account pays dividends. The dividend rates and APYs are variable and can be adjusted by the Board of Directors at their sole discretion at any time. For current dividend rates and APYs, please see the current rates available on our website. You must maintain an average daily balance of \$5,000 in your Premier Interest Checking Account, or you will be charged the monthly fee (see the Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule) for the fee amount). The monthly fee is also waived for Commitment Households. There is no minimum balance requirement in the Premier Interest Checking Account to earn dividends. If your balance reaches a designated dividend tier on any day, the entire account balance will earn the dividend rate for that tier on that day. If your balance falls below \$5,000, your account balance will earn the same rate as our Interest Checking Account for that day. Dividends are calculated daily and credited monthly on the last day of the month. See the separate Fee Schedule for other fees applicable to checking accounts.

### **Round-Up Program**

Patelco's Round-Up program is a service provided at no additional fee. To participate, you must enroll your Patelco checking account and have a linked debit card and savings account. Upon enrollment, we will round up your debit card purchases at the time of posting to the nearest dollar and transfer the difference from your enrolled checking account to your Patelco savings account. If your savings account linked to Round-Up is converted to a checking account, Round-Up transfers will continue to be made into that account. We may cancel or modify the Round-Up program at any time without prior notice.

### **Match Program**

As a benefit of the Plus Checking Account, if you opt in to the Round-Up program, Patelco will match 10% of the rounded-up amount and deposit the match into the same savings account as the rounded-up amount (up to \$500 per year). For any transaction that cannot be rounded up to the nearest dollar, there will be no match from Patelco. Additionally, for any transaction that was the basis for a Round-Up but was subsequently refunded, Patelco reserves the right to take back the match associated with the transaction.

### **ATM Fee Rebates**

ATM fee rebates, where offered as part of a checking benefit, apply to cash withdrawals using your debit card wherever it is accepted. ATM fee rebates do not apply to any fees other than those assessed for using an ATM to withdraw cash from your Patelco Credit Union account. Patelco Credit Union makes its best effort to identify those ATM fees eligible for rebate, based on information it receives from our card issuer and ATM operators. In the event that you have not received a rebate for a

fee you believe is eligible, please call us at 800.358.8828. Patelco Credit Union reserves the right to modify or discontinue the ATM fee rebate at any time.

### **General Checking Account Terms**

The following terms apply to all Credit Union Checking Accounts. These terms are in addition to the terms in the GENERAL AGREEMENTS OF MEMBERS and YOUR CREDIT UNION SHARE ACCOUNTS sections of this Handbook.

You must apply for and be approved for a checking account. Our review may include checking your credit and/or account histories with consumer reporting agencies such as credit bureaus.

### **Payments on Checks**

We will make payments on current checks drawn on available funds in your Checking Account when signed by you or any person you have authorized in writing. We are only obligated to honor completed, signed and endorsed checks, on blanks printed by us and provided to you for your use or in a form approved by us. Check orders must be made in writing and the address printed on your checks should be the same address as we have for you on our records. We are not liable for errors caused by checks not approved by us. Spoiled checks should be destroyed or, if retained, disfigured. The carbon copy in the checkbook should be marked "void."

### **Governing Law**

This Handbook shall be governed by the state laws of California. In handling checking transactions we will be governed by the California Commercial Code, Federal Reserve Board Regulations, and our Credit Union procedures, which may be amended, added to, or modified from time to time, in the sole discretion of Patelco or as required by law.

### **Stale Dated Items**

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

### **Overdrafts**

The Credit Union is never required to pay a check or other checking account debit (withdrawal) item that would result in overdrawing on your checking account (available funds less than zero) unless you have established and have available a source of overdraft protection ("Overdraft Protection Plan" or "ODP".) Checking account holders are permitted and encouraged to authorize coverage of overdrafts by completing an Overdraft Protection Plan Authorization. You can designate the following as Overdraft Protection Plan sources if you have them: (1) Regular Savings Account (2) Money Market Select Account, or (3) loan advances from (a) Open-End Signature Line of Credit (b) Home Equity Line of Credit (HELOC) (c) Patelco Credit Card account or (d) Overdraft Protection Line of Credit. If there isn't enough money in your Checking Account to cover the checks you write, or to cover transactions by you or authorized users of your electronic transfer devices (see the ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE section of this Handbook), we will handle the item as follows:

1. We will consider such checks or electronic transfers to be requests for Overdraft Protection Plan fund transfers or loan advances. If you authorize more than one Overdraft Protection Plan source, the Credit Union will have discretion as to which source(s) to access for overdraft protection. The following rules also apply:

2. Overdraft Protection Plan transfers from your Regular Savings Account or Money Market Select Accounts will be in \$50 multiples (or the available balance, whichever is less), to cover your overdrafts in the amount needed. The minimum balance required to maintain the account is not available for ODP.

3. Overdraft Protection Plan advances from your overdraft protection lines of Credit, signature line of credit, HELOC, or Patelco Credit Card account will be posted in multiples of \$100 (or the available credit, whichever is less) to cover your overdrafts in the amount needed. Overdraft advances are governed by the terms of the applicable loan agreement.

4. We may assess fees for Overdraft Protection Plan transfers from Regular Savings or Money Market Select Accounts or for cash advances from lines of credit. Please refer to the Fee Schedule at

**patelco.org/FeeSchedule**. At present we only assess fees for cash advances from Credit Card accounts. Any overdraft advance from a line of credit will begin to accrue finance charges as soon as it posts to the credit account. You may be subject to multiple ODP transfer or advance fees in a single day if more than one item is presented for payment when your checking account does not have sufficient funds to cover them.

5. We are not obligated to make Overdraft Protection Plan transfers or advances if you have delinquent loan or account obligations with us.

6. We will not be liable for failure to complete an ODP transfer or advance even though you have available funds or credit if the failure results from causes beyond our reasonable control.

## **Discretionary Overdraft Services**

1. Discretionary Overdraft Services (Standard Overdraft Practices): If you do not have sufficient available funds or Overdraft Protection Plan funds from an authorized ODP source, we will apply our standard overdraft practices. Under standard overdraft practices, we may at our sole discretion return or decline the item or pay it from our own funds. We do not honor attempts to withdraw money against insufficient funds when made in the following manner: cash in Credit Union branches or shared branches, cash from ATMs, or Bill Pay transactions. We will not honor everyday Debit Card transactions (at a store, online, or by telephone) that overdraw your checking account unless you have opted into our Debit Card NSF Protection plan (see the Debit Card NSF Protection page near the end of this Handbook for details). Items may not be paid against insufficient funds if you have been repeatedly overdrawn in the past six (6) months, if your checking account does not receive regular deposits, if you are in default on obligations to Patelco, or if you have had your Patelco checking account for fewer than thirty (30) days. The following rules will also apply.

a. If we pay items that overdraw your account from our funds, we will assess the Paid NSF Fee disclosed on the Fee Schedule at **patelco.org/FeeSchedule**. We may limit the number of such fees we charge per day at our discretion. We will not charge you a Paid NSF fee for paying everyday Debit Card transactions unless you have consented. See the Debit Card NSF Protection page near the end of this Handbook for details of the service and the fee. You may revoke that consent at any time, and your election will not impact the availability of Overdraft Protection Plans for

those items.

b. You must restore any amount by which your account is overdrawn immediately upon our demand.

c. If you prefer that we return items that would overdraw your account rather than paying them, please notify the Credit Union in writing. You should be aware that some merchants and other payees of checks or preauthorized payments may charge bad check or returned payment fees.

d. You agree that we can post overdrafts to your accounts in any order we select consistent with the law. If your account goes into overdraft status, our order of paying items may affect the amount of overdraft-related fees charged.

e. If we pay the overdrafting item, we may assess the Paid NSF fee (but in the case of NSF Debit Card items, only if you consent to such payments).

2. ACH Representation of Returned Checks (RCK Entries): Checks you write on insufficient funds may be represented by the payee for payment through the ACH (automated clearinghouse) system if the payee notifies you of this possibility when you write the check. Checks on which the signature is forged, altered checks, checks for over \$2,500, checks returned for reasons other than insufficient funds, or checks re-presented more than 180 days after their original date, are not eligible for ACH representation.

3. Unless you have a formal Overdraft Protection Plan arrangement with us with available funds, we can close your checking account without prior notice for repeated overdrafts or for other misuse of the account

such as check “kiting.”

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

5. Every joint owner of the account is responsible for making up deficiencies in the account balance regardless of which owner’s activity caused the deficiency. We have the right to automatically redeposit NSF drafts without notification to the parties. You waive protest and notice of dishonor for nonpayment of deposited returned items.

### **Stopping Payment on Checks**

You can stop payment on any check drawn on your account before the check has been cleared for payment by notifying us orally and/or in writing. If your initial stop payment request is oral, you must follow it up with a written confirmation within fourteen (14) calendar days, or the stop payment request will lapse. Stop payment requests will be processed promptly, but the Credit Union will not be responsible for a check that we pay within the first 24 hours after your stop pay request. Written stop payment requests are valid for only 12 months but may be renewed for additional 12-month periods by giving written notice to the Credit Union within the period during which the stop payment request is effective and paying any required fees.

1. For us to effectively stop payment, we need to know who wrote the check (called the “drawer”), the person or entity to whom the check was payable (called the “payee”),



the account number, the date, the check number, and the exact amount of the check. Our computer will search for the check exclusively by the check number and dollar amount. It can read nothing else on the check. If the check number is wrong, or if the dollar amount varies by even one penny, we will not find the check and no stop payment will be made.

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

3. Please see the Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule) for fees applicable to stop pay requests.

### **Post-Dated Checks**

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

### **Availability of Funds for Check Writing**

Non-cash deposits are made available only after the times specified in the Funds Availability Policy section of this Handbook. We consider these deposits uncollected

funds until the hold period expires. Please postpone writing checks or attempting withdrawals against these funds, unless you intend to rely on your overdraft protection.

### **Lost or Stolen Checks**

If your checks are lost or stolen, please tell us immediately. Call us at 800.358.8228. We recommend and reserve the right to require that you close your checking account and re-open it with a new number. Even if you stop payment on a sequence of lost or stolen checks, people who obtain your checks can obtain new checks with your account and routing number on them. If you elect to keep your account open under the same number after your checks are lost or stolen, the Credit Union will not be responsible for unauthorized checks paid on your account unless they fall within a sequence of check numbers on which you have stopped payment.

### **Immediate Check Payment**

Checks you write may clear within a matter of minutes or hours. You should be sure that you have available funds before writing checks. Do not assume that you can write a check and later make a deposit to cover it.

### **Prohibition on Pledging Funds**

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

### **Preauthorized Drafts**

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your checking account number along with your routing and transit number and authorize them to use the information to debit your checking account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your

checking account information to the payee is considered authorized by you, even though you have not signed a check.

### **ACH Re-Presentation of Returned Checks**

Checks you write on insufficient funds may be re-presented by the payee for payment through the ACH (automated clearinghouse) system if the payee notifies you of this possibility when you write the check. Checks on which the signature is forged, altered checks, checks for over \$2,500, checks returned for reasons other than insufficient funds, or checks re-presented more than 180 days after their original date, are not eligible for ACH re-presentation.

### **ACH Conversion of Other Checks**

Persons to whom you write checks may convert them to electronic fund transfers. This may occur when you write a check to a merchant (called a POP or point-of-purchase entry) or when you send a check to a creditor to pay a bill (called an ARC or accounts receivable entry). Creditors who convert your checks to ARC entries must permit you to opt out of such conversions.

## **SPECIAL SERVICES**

### **Official Checks**

If you obtain a check drawn on the Credit Union payable to someone other than yourself, the Credit Union is, under normal circumstances, guaranteeing the payment of the check and the check should be handled like cash. For that reason, we will accept a stop pay request on a Credit Union Official Check only after we receive a written declaration under penalty of perjury from you and, in some cases, the payee. If the check was lost, stolen, or destroyed before you delivered it to the payee, you must sign the declaration. If the check was lost, stolen, or destroyed after delivery to the payee, both you and the payee must sign the declaration.

If we receive the stop pay after the check has cleared, we will not be responsible for the loss.

We will not issue a replacement check or credit your account until ninety (90) days after the issue date of an Official Check. If we issue a replacement before ninety (90) days have passed, we may require that you purchase a Lost Instrument Bond at your expense. If after ninety (90) days have passed and we issue a replacement check or re-credit your account, then we are discharged from further liability. If a holder in due course presents the original check after that time, you must pay the proceeds of the original check to the holder or the financial institution. You agree that if this happens, and you do not pay us the amount of the original check immediately upon our demand, we can deduct the amount of the original check from any Credit Union account in which you have an interest, and that if you do not have available funds for us to exercise our Right of Offset, our general rights to collect what you owe us will apply.

### **Wire Transfers**

Wire transfer terms are different from other account agreements and terms. This section of this Handbook constitutes notice to all account owners of the rules regarding wire transfers. Wire transfers are governed by a separate Patelco Outgoing Wire Transfer Agreement. Wire transfers sent and received by the Credit Union are subject to the following terms:

We can make wire transfers from your share accounts and will carry out your written instructions. We will also receive wire transfers for you. Wire transfers are subject to the terms of Federal Reserve Regulation J, Regulation E, and Article 4A of the Uniform

## Commercial Code.

1. If we are receiving a wire transfer on your behalf, our responsibility is to carry out the terms specifically as transmitted by the sending financial institution, including any specific security procedure.
2. We will not be liable for damages to you or a third party if we carry out the written instructions in a reasonable manner.
3. We have a right to rely on any account or routing numbers furnished by you as sender or any numbers transmitted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received. Any effort we make to assist you in determining transit and routing numbers for institutions to which you wish to make wire transfers is provided as an accommodation only and accuracy is not guaranteed. You are responsible for the accuracy of names and routing, transit and account numbers on wire transfers you send.
4. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfer proceeds.
5. We will not be liable for indirect, consequential, or punitive damages in the event that loss is sustained because we have failed to carry out instructions in a reasonable manner. Our liability is limited to the amount of the wire transfer.
6. Wire transfers will be reflected on your monthly statement. You agree to examine your statement promptly and notify us of any wire transfers errors within fourteen (14) days after the mailing date of the statement. If you do not notify us within thirty (30) days of the

mailing date of the statement, we will not be liable for any claims, demands or expenses related to the error unless we are sending an international remittance on your behalf. See below for special rules about error resolution on international remittance transfers.

7. You agree that if we receive an erroneous wire transfer to your account, the sending party can reverse the transaction and the amount of the wire transfer will be deducted from your account. We will notify you if this happens. If a wire transfer you receive is reversed, you agree to immediately restore any resulting overdraft to your accounts upon our demand. If you do not do so, you agree that we can recover any overdraft amount from any Credit Union share account in which you have an interest. You further agree that our rights under Collection Costs above apply if we cannot recover what you owe by exercising our Right of Offset.
8. Unless we tell you otherwise, the cutoff time for wire transfers is 1pm PT for transfers within the US. Payment orders, cancellations, or amendments received after the cutoff time will be processed during the next business day, we are open.
9. Once a wire transfer has been sent, it generally cannot be canceled.
10. Your wire transfer requests may be delayed if you give us erroneous information.
11. We can refuse to carry out a wire transfer request or change order if we have reason to believe that doing so will cause us a loss.
12. In sending wire transfers for you, we will follow security procedures for your protection before we send out the wire. You agree that these procedures are commercially reasonable methods of verifying wire orders.

If you make your request in person, we may require photo identification. For all other requests we will call you back at a phone number in our records to confirm the request and authenticate your identity by asking you questions based on information collected from public records. To comply with Federal regulations, we may verify individual names and businesses contained in your wire instructions with government lists, like OFAC. For all wire transfer requests, we will require a signed authorization before the transfer is performed. If the wire transfer amount to a third party exceeds \$500, the wire request must be made in person at any of our branches.

13. We will not be liable for damages to you or any third party that result from causes beyond our reasonable control (such as natural disasters or acts of war or terrorism) or from the acts or omissions of other institutions or parties involved in your wire transfers.

14. You acknowledge that you will be liable for any wire transfer payment order or communication amending or cancelling a wire transfer payment order whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed-upon security procedure.

### **Funds Availability Policy**

At a minimum, we provide funds availability based on federal regulation limits. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. We may make funds available at a higher limit than the federal regulation limit based upon the Credit Union's current funds

availability schedule. Funds from all check deposits may be delayed. During the delay you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

### **Determining the Availability of Deposits**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sundays, and federal holidays. If you make a deposit at a branch on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit to an ATM after 3pm PT or on a day that we are not open, we will consider the deposit to have been made on the next business day that we are open. Mobile deposits made after 6pm PT or on a day that we are not open will be considered deposited on the next business day. The length of the delay in availability varies depending on the type of deposit and is explained below. Further, checks deposited via Anywhere Deposit (remote deposit capture) are not considered received by us (deposited by you) until the day our Anywhere Deposit system indicates that we received them and we confirm that receipt to you.

### **Same-Day Availability**

1. Funds from the following deposits are available on the same day we receive them: (a) Electronic direct deposits (b) US Treasury checks payable to you (c) Wire transfers (d) Checks drawn on Patelco Credit Union, and (e) State and local government checks payable to you.

2. If you make the deposit in person to one of our employees, funds from the following deposits are also available the same day we receive them: (a) Cash (b) Cashier's, teller's

and certified checks that are payable to you (c) Federal Reserve Bank checks (d) Federal Home Loan Bank checks, and (e) and US postal money orders that are payable to you.

3. If you do not make the deposit of an item listed in section 2 immediately above in-person to a Patelco employee (for example, if you instead mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

### **Deposits at ATMs**

The first \$225 (cash or check) deposited to any ATM will be counted as available funds immediately if you make the deposit before 3pm PT, and in no event will the amount be less than the minimum amount required by law. The first \$225 (cash or check) of any deposits made after 3pm PT will be available the next business day. Additional funds from the same deposit will be subject to the Credit Union's current funds availability schedule and may be delayed.

### **Other Check Deposits**

In most cases, the first \$225 from a deposit of checks will be available immediately. All remaining funds will be subject to the Credit Union's current funds availability schedule and may be delayed.

### **Longer Delays May Apply**

We may choose to delay availability for a longer time. If we do, we will notify you in writing and tell you when the funds will be available. If you do not make your deposit in person to one of our employees, or we decide to impose the delay after you have left the premises, we will notify you in writing. If you need your funds right away, ask us when the deposit will be available. We can delay availability for any reasonable amount of time, generally not more than seven (7) business days, if:

- a. We reasonably believe a check you deposit will not be paid.
- b. You deposited more than \$5,525 worth of checks in one (1) day.
- c. You have overdrawn your account repeatedly in the last six (6) months.
- d. You redeposit a check that has been returned unpaid.
- e. There is an emergency, such as failure of communications equipment.
- f. The check has been altered.
- g. Your account has been open less than thirty (30) days.

### **Location of Check Endorsements**

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

### **Special Rules for Remote Deposit Capture (Anywhere Deposit)**

Funds from checks deposited via Remote Deposit Capture (cell phone or scanner images) will be made available according to the regulatory schedule described in the Other Check Deposits paragraph.

### **Check 21 and Substitute Checks**

The Check Clearing for the 21st Century Act, otherwise known as Check 21, allows financial institutions to "truncate" clearing checks by creating an electronic image of a check rather than using the original paper check. The electronic image is called

a “substitute check” or “substitute check Image Replacement Document (IRD).” The IRD includes the front and back of the original check and the legend, “This is a legal copy of your check. You can use it the same way you would use the original check.” An IRD is a negotiable instrument used in electronic banking systems to represent a physical paper check.

If you request original check copies, you may receive an IRD instead of a copy of the original check. For more information call us at 800.358.8228.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE**

### **Introduction/Scope of Services**

Electronic Funds Transfers (EFTs) are payments to, or withdrawals from, your accounts that are started electronically. This agreement applies to transactions initiated with (1) CALL-24 Touch-Tone Home Banking (2) ATMs (automatic teller machines) (3) Point-of-Sale (POS) terminals (4) use of Patelco Debit Card at participating merchants, and (6) transfers into and out of your accounts via Automated Clearing House (ACH) such as pension payments by direct deposit, payroll deduction, automatic payment of regular bills, electronic checks (checks converted to ACH transfers), and Anywhere Deposit items we submit through the ACH system. You will receive a separate agreement governing Online Banking, Including Bill Pay and Mobile Banking, when you enroll in Mobile Banking. All EFTs are subject to the terms governing the Credit Union Accounts you access electronically.

### **Terms Applicable to All EFTs**

To qualify for EFTs, you must be a Credit Union Member in good standing, and your checking

account history with the Credit Union and other institutions must be satisfactory. To qualify for a Patelco Debit Card, you must have a Credit Union checking account.

### **Security of Your Accounts**

You can't use an ATM Card or Patelco Debit Card at an ATM or point-of-sale terminal without keying your PIN into the ATM or terminal after inserting your Card into the machine. A randomly selected PIN will be given to you when you request an ATM Card or Patelco Debit Card.

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

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

## Consent to Terms

YOU CONSENT TO THE TERMS OF THIS AGREEMENT BY REQUESTING, KEEPING, SIGNING, USING, OR ALLOWING OTHERS TO USE, ANY EFT ACCESS DEVICE (SUCH AS AN ATM CARD, PATELCO DEBIT CARD, CALL-24 TOUCH-TONE HOME BANKING OR ONLINE BANKING — INCLUDING MOBILE BANKING) OR BY USING ONLINE BANKING TO TRANSMIT A DEPOSIT WITH ANYWHERE DEPOSIT THAT WE THEN CONVERT TO AN ACH ITEM.

You continue to be bound for all transactions resulting from the use of EFT devices until you give us written notice to deactivate the device and, if it is a physical device such as a plastic card, return it to us.

## Fees

Any fees that apply to use of EFTs are shown on the Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule) (for example, fees for ACH transfer stop payment requests are under the section called Stop Payments). In addition, certain possible fees are described below in general terms.

If you use an ATM that we do not own or operate, the ATM owner or ATM network may also charge a surcharge fee. The surcharge fee must be disclosed to you on the ATM screen before you complete your transaction. You will have an opportunity to cancel the transaction before the surcharge fee is charged.

## Responsibility for Transactions

1. If you authorize us to issue a duplicate ATM Card or Debit Card to someone, or if you give your Card or PIN to another person, you are authorizing that person to withdraw funds and perform other transactions on your accounts covered by this agreement, regardless of any limits to which you and the authorized

user have agreed. This rule also applies to any other EFT service that may become available in the future.

2. Any person who is a Signer on an account accessed by authorized Patelco EFT devices, applies for a Patelco ATM Card, Debit Card, or PIN, signs an ATM Card or Patelco Debit Card, or uses an EFT device for transactions, is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.

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

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

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

6. You agree that if you or anyone acting with you uses an EFT device with fraudulent intent, we consider that transaction to have been authorized by you.

7. All EFTs are subject to Credit Union verification.

## Documentation of Transactions

Each time you use an ATM Card or

Debit Card at an ATM, you will receive an acknowledgment receipt describing the transaction, unless you elect not to get a receipt, or you are notified before you complete the transaction that receipts are unavailable. You will also get a receipt when you use your Card at a Point-of-Sale terminal or, if you have a Debit Card, if you use it for a signature transaction. Keep these receipts to update your records and verify your monthly statements on which these transactions will also appear. CALL-24 Touch-Tone Home Banking and Online Banking transactions are reflected only on your monthly statement. If you have Online Banking, you will be able to review your account status at any time; this also applies to Mobile Banking.

For any preauthorized transfer(s), you have the right to receive notices about those transfer(s). For any transfer initiated electronically by you using Online Banking, you will receive a notice via email, to your email address on file.

### **Excess Withdrawals**

Withdrawals or transfers must be backed with actual available funds in your Credit Union Checking or Regular Savings Accounts. If you have established an Overdraft Protection Plan on your Checking Account, we will transfer funds from your designated overdraft protection account source or make a loan advance sufficient to cover any negative Checking Account balance due to EFT withdrawals up to your available account balance or credit limit, depending on the overdraft protection source(s) you have. Overdraft protection is only available on Checking Accounts, even though Money Market Select accounts may have limited check-writing privileges. If you have more than one authorized overdraft protection source, we will have discretion as to the order in which sources will be accessed to cover

overdrafts. Unless you have authorized overdraft protection, it will be at the Credit Union's discretion whether to cover an EFT that would result in an overdraft on a Checking Account. We will not honor ATM cash withdrawals or Online Bill Payments against insufficient funds when you do not have an Overdraft Protection Plan with available funds or credit. We will honor everyday debit card purchases against insufficient funds when you do not have an Overdraft Protection Plan at our discretion only if you have opted in to that service. It is your responsibility not to attempt to withdraw cash against deposits that have not yet cleared in the time permitted by the law and Credit Union procedures. In rare cases, system malfunction may result in your being able to electronically withdraw funds from a Checking or other account that does not have sufficient funds to cover the transaction and on which you do not have overdraft protection. If this happens, you are responsible for restoring any amount by which your account is overdrawn. If this happens, you are responsible for restoring any amount by which your account is overdrawn. See Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule). See the Overdrafts section in the General Checking Account Terms section of this Handbook for more information.

### **Incoming Transfers**

Patelco's online banking service includes the ability to transfer funds between Patelco accounts and external accounts. This addendum explains the terms and conditions for transfers from an external account to an eligible account held by us, initiated by Patelco based on instructions provided by you to us using online banking. Eligible Patelco accounts include savings accounts, checking accounts, Money



Market Select Accounts, and loans. We reserve the right to determine eligibility and to restrict categories of external accounts from which incoming transfers may be made, at our sole discretion. To initiate an incoming transfer, both the external account and the receiving Patelco account must be accounts in which you are an accountholder or a joint accountholder.

Transfers from external accounts are subject to certain daily and monthly limits, determined by internal Patelco criteria. Applicable limit(s) may be displayed and/or applied at time of transfer or attempted transfer.

Requests for transfers between an external account and an eligible deposit account held by us that we receive before the cutoff time of 3pm PT on any business day will begin processing on the same day. Transfers from an external account will be deducted from that account within two to three (2-3) business days from the initiation date. The deposit will be reflected in your Patelco account within two to three (2-3) business days from the initiation date. Transfers from external accounts are subject to the processing times of the financial institution holding your external account. Instructions for transfers from external accounts that we receive before the cutoff time on a business day will be sent to the holder of your external account on the same day for processing. You may cancel the instructions entered via online banking, as previously described, if entered before the cutoff time or before the transfer is processed, as applicable. External transfers already in progress cannot be cancelled or stopped.

Transfer instructions relating to external accounts and transmission and issuance of data related to such instructions shall be received pursuant to the terms of this

Handbook and of the National Automated Clearing House Association (“NACHA”) and of the applicable automated clearing house (collectively, the “Rules”), and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or loan account held by us (or to your external account, in the event of a chargeback) shall be provisional until such credit has been finally settled by us or the third-party institution that holds your external account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the transfer to or from account (as applicable), or to any other of your accounts, or we may claim a refund from you.

### **Loan Payments via Online Banking**

Patelco’s online banking service includes the ability to transfer funds from a Patelco account or from an external account to an eligible loan account held by us, for the purposes of making payment on that loan. Eligible loans include all loans in good standing. We reserve the right to determine eligibility and to restrict categories of such loans at our sole discretion. Online banking services may also include the ability to transfer funds out of Patelco to external accounts and/or external payees for the purposes of making a payment on a loan not held by Patelco.

### **General Terms Applicable to Payments**

You authorize us to remove funds from your designated Patelco account for all payments that you initiate, and you agree to have sufficient available funds for each payment you schedule. Please note that if

you have Patelco Overdraft Protection (ODP) for your designated pay from account, the available balance in the account that you use for overdraft protection may be included in the determination of available funds for the ACH transfer service. If the available balance in your pay from Patelco account is insufficient to cover a current payment through the ACH transfer service, we will not retry the ACH entry and it will be immediately rejected. In case of a payment dated in the future, if the available balance in your pay from account is not sufficient on the send on or payment date, we may reject the request or alternately may accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). You agree that we may, at our option, follow your instruction to make payments to a payee, even though a charge to or a debit from your pay from account may cause you to exceed credit limit or bring about or increase an overdraft to your pay from account, and that we may charge any other of your accounts for the amount of the resulting overdraft, if any.

We are not responsible for any charges imposed, or any other action, by a payee resulting from a late payment, including any applicable finance charges and/or late fees unless we cause processing delays that cause your payment to be late.

### **Payments to Patelco Loans or Credit Accounts**

Payments to a Patelco loan or credit account from an account held by us may be made in amounts up to the available balance in your pay from account (plus any available balance in any associated overdraft protection account) per day.

For payments to Patelco mortgage or

automobile loan accounts, only business days may be chosen as payment dates for Patelco mortgage or automobile loan account payments. Instructions must be received by us prior to the cutoff time to receive credit on that same business day; instructions received on any non-business day or after the cutoff time on any business day will be processed on the next business day. (Business days are defined in the next addendum section.)

For payments on Patelco Home Equity Line of Credit or personal loan or Signature Line of Credit accounts, same day payments using a Patelco deposit account made before the cutoff time on any day will be credited the date the payment is submitted. However, only business days may be chosen as payment dates for future dated payments, or any payments made with non-Patelco deposit accounts, and those instructions must be received by us before the cutoff time to receive credit that same business day. Any instructions for future dated payments and/or payments from non-Patelco deposit accounts that are received on any non-business day or after the cutoff time on any business day will be processed on the next business day.

### **UNAUTHORIZED TRANSACTIONS — ALL EFTs**

#### **Your Liability for Unauthorized Use**

Tell us AT ONCE if you believe that your ATM Card, Patelco Debit Card or PIN (including any PIN required for Online Banking or Mobile Banking), has been lost or stolen or otherwise made available to an unauthorized person, if an EFT has been made without your permission using information from your check or that someone has transferred or may transfer

money from your account without your permission. Call us at 800.358.8228 or tell a Credit Union staff member. You can also write us at Patelco Credit Union, Attn: EFT Department, PO Box 2227, Merced, CA 95344-0227, but telephoning or visiting us in person is the best way to keep losses down. In addition, if your Patelco Credit Card is lost or stolen, you must call 800.358.8228 to block its access to ATMs. You could lose all the money in your account, plus your maximum overdraft line of credit if you fail to promptly report unauthorized ATM Card, CALL- 24 Touch-Tone Home Banking, or Online Banking, or certain unauthorized use of your Debit Card.

If you believe your ATM Card, your Debit Card or your PIN has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50, if someone used your Card and/or PIN without your permission.

However, if you do NOT tell us within two (2) business days after you learn of the loss or the theft of your Card and/or the loss, theft, or other unauthorized dissemination of your PIN, and we can prove we could have stopped someone from using your Card and/or PIN and/or password without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. That means you could lose all the money in your account plus your maximum overdraft line of credit.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods at our discretion. If unauthorized use is made of your Debit Card, your liability is limited to that indicated in the separate Special Debit Card Terms section below.

If the member is negligent in reporting the unauthorized use or loss of card within a reasonable period, we may choose to cancel the account, and/or not re-issue the card.

### **Authorized Users**

Please remember, any person who receives an additional ATM Card or Debit Card at your request, or to whom you give your Card and/or PIN, or whom you permit (either by express or implied permission) to use your PIN or Card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your accounts with the ATM Card, Patelco Debit Card or PIN. The only way you can stop an authorized user from withdrawing funds from your accounts is to notify us to cancel your EFT device. You remain liable for any authorized use of your EFT devices that occurs before you tell the Credit Union to cancel them.

### **Credit Union Liability**

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

1. We will not be liable, if:
  - a. through no fault of ours, your account does not contain enough money, or you don't have available credit, to make the transaction

b. the ATM where you are making the transaction does not have enough cash

c. the equipment was not working properly, and you knew about the breakdown when you started the transaction

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

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

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

g. we reasonably believe an attempted transaction is illegal and block it for that reason, or

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

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

3. The Credit Union will carry out instructions given to us electronically, whether through the ATM, CALL-24 Touch-Tone Home Banking, Online Banking (including Bill Pay and Mobile Banking), or a Point-of-Sale terminal, or in writing such as through a preauthorized transfer instruction or Debit Card signature transaction. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save the Credit Union harmless from all costs, claims, damage, or liability that we sustain

as a result of carrying out in a reasonable manner instructions received from you or any authorized user through an ATM, POS terminal, signature transaction, Online Banking, or any other EFT service that becomes available in the future.

4. The Credit Union may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of its Members. However, ATM sites are not subject to our control. You assume the risk of using them since the Credit Union does not in any way warrant the security or safety of any location. The Credit Union is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of the Credit Union regarding your use of ATMs. The Credit Union will not be liable for consequential damage that you claim results from our failure to complete a transaction.

5. Security: Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Have any necessary deposit voucher filled out before you arrive at the ATM. Put your money away and leave the site as soon as you have completed the transaction. Don't key your PIN into the machine when someone is in a position to see the number. Retain all transaction receipts and enter them in your records. Promptly verify all transactions against your periodic statement and report any apparent discrepancies to us.

### **Change in Terms - Cancellation**

1. The Credit Union may change, add to, or otherwise amend the terms of the EFT section of this Handbook, including the types of EFTs available, by mailing or delivering a written notice or amended Handbook to you at your last known address on our records

for the account. If you agree to receive disclosures from us electronically, the notice may be delivered to you via email. When we change the terms of EFTs, we will give you advance written notice required by law. You agree that we may immediately terminate your EFT services without prior notice if any of the following occur: (a) you (or any authorized user of your ATM Card, Debit Card, or PIN) breach this or any other agreement between us (including loan agreements); (b) we have reason to believe that there has been or may be an unauthorized use of your ATM Card, Debit Card or PIN (c) there are conflicting claims to the funds (d) you or any Signer on your account requests us to do so (e) it is reasonably necessary to protect the security of the Credit Union or your accounts (f) you deposit non-negotiable items at ATMs, or (g) you withdraw funds at a time when funds are not available in your Credit Union accounts accessed via EFT and you do not have an available source of overdraft protection.

2. Your ATM Card and Patelco Debit Card are the property of the Credit Union, and you agree to return them to us upon request.

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

4. We can refuse to replace an ATM or Debit Card or block access to other EFT services if, in our reasonable judgment, your repeated negligence in handling an access device has caused Patelco losses.

### **Delayed Availability of Deposits**

Availability of funds deposited at ATMs may be delayed. Please refer to the Funds Availability Policy section above. You are responsible for not attempting to use EFT devices to withdraw funds before they become available.

Reference to the Funds Availability Policy will help you comply with this rule.

### **Additional Terms**

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

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

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

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

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, call us at 800.358.8228 or write to us at Patelco Credit Union, Attn: EFT Card Services, PO Box 2227, Merced, CA 95344-0227. Please tell us (1) your name (2) your Member Number (3) the date of the questioned transaction (4) the amount of the questioned transaction (5) the type of the questioned transaction, and (6) why you believe there is an error. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need

more time, however, we may take up to forty-five (45) days (ninety (90) business days for Point-of-Sale (POS) transactions, transactions involving foreign countries, or new accounts) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If your complaint or question relates to a claim of unauthorized use of your Patelco Debit Card, and your account is not a new account, we will provisionally re-credit your account within five (5) business days. A “new account” is one open thirty days or less. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. We will send you a written explanation of the results of our investigation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we decide to reverse a provisional credit, we will notify you, and will pay any items that overdraw your account for 5 business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts.

### **CALL-24 TOUCH-TONE HOME BANKING**

CALL-24 lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. We will give

you instructions on how to change your password and conduct transactions on your account by phone.

### **Available CALL-24 Services**

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

### **Limitations on CALL-24 Touch-Tone Home Banking Use**

All transactions are limited to available funds in your accounts plus any overdraft protection you may have available on Checking Accounts.

### **PLASTIC CARD EFT ACCESS**

#### **Available ATM Services**

You can use your PIN and a Patelco ATM Card, Patelco Debit Card, or Patelco Credit Card to (1) make deposits to your accounts at select ATMs, (2) withdraw cash up to the lesser of your available balance or the daily limit, which may be up to \$500 per day from your Regular Savings or Checking Accounts, (3) transfer funds, (4) obtain cash advances from designated open-end lines of credit you have (if so disclosed in the applicable loan agreement), and (5) make balance inquiries. ATM service is generally available 24 hours a day, seven days a week, but systems may need to be shut down for maintenance from time to time. Cash advances from credit card

lines of credit are subject to a cash advance fee (see the Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule)). Your daily limit may be less than \$500 based on the type of card issued to you and will be disclosed to you in writing at the time your card is issued.

### **Fees for ATM and Debit Card Services**

Transactions made at ATMs that we do not own or operate (called “Foreign ATMs”) are subject to a fee (see the Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule)). If you use an ATM that we do not own or operate, the ATM owner or ATM network may also charge a surcharge fee. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The surcharge fee must be disclosed to you on the ATM screen before you complete your transaction. You will have an opportunity to cancel the transaction before the surcharge fee is charged.

Patelco charges no fee for point-of-sale transactions. The merchant may assess a fee, which must be disclosed to you before you complete the transaction.

You will be charged an ATM Deposit Adjustment fee when you do not indicate the exact deposit amount on deposits made through the ATM (see the Fee Schedule at [patelco.org/FeeSchedule](https://patelco.org/FeeSchedule)).

### **Available POS Services (PIN-Based)**

You can use Patelco ATM and Debit Cards with your PIN at merchant Point-of-Sale (POS) terminals on the INTERLINK network to pay for goods or services and obtain extra cash from your checking account. Your total combined purchase and cash from POS terminals with your PIN cannot exceed \$500 per day, and may be less based on your card’s daily limit. POS transactions will be deducted from your Checking Account only.

### **Available Transactions at Financial Institutions**

You can present your ATM Card or Patelco ATM and Debit Card and PIN at Patelco offices and at CU Service Centers to make the transactions listed in the Credit Union Service Centers section above.

### **Available Debit Card Merchant Transactions (Signature-Based)**

You can use your Patelco Debit Card to access your Checking Account to purchase goods and services and obtain cash from participating merchants on signature-based transactions, up to the lesser of the available balance in your Checking Account or \$5,000 per day.

### **Daily Limits on Debit Card Transactions**

PIN-based transactions are limited to \$500 purchased or withdrawn per day, or less if your card has a lower daily limit. Signature-based transactions are limited to \$5,000 purchased or withdrawn per day or less if your card has a lower daily limit. The total of all combined ATM and debit card transactions, including PIN-based and signature-based transactions, is limited to \$5,000 purchased or withdrawn per day.

### **Special Terms Applicable to the Debit Card**

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

there is with a Credit Card.

### **Effect of Use on Available Checking Account Balance**

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

### **Acceptance Problems**

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

### **Checking Account Terms Apply to Debit Card**

Use of the Debit Card will be treated as though it were a check and will also be governed by the Checking Account terms in this Handbook (including any Overdraft Protection Plan you have available and any Discretionary Overdraft Services we make available at our option), except that (1) we may charge withdrawals to the Checking Account in any order we determine consistent with the law, and if funds are not sufficient to cover all withdrawals, we may pay Debit Card withdrawals and dishonor regular checks, or vice versa, and (2) we cannot honor stop payment requests on Debit Card transactions. We can charge withdrawals on checking accounts in any order we select consistent with applicable law. If funds are

not sufficient to cover all debits, we may pay Debit Card debits and decline or use available overdraft protection to cover other debit transactions, or we may pay other debit transactions and decline or use available overdraft protection to cover Debit Card transactions.

### **Debit Card Non-Sufficient Funds (NSF) Protection**

Debit Card Non-Sufficient Funds (NSF) Protection is part of our Discretionary Overdraft Services and allows Patelco, at our sole discretion, to authorize debit card purchase requests at a store, online, or by telephone even if you do not have the funds available in your Checking Account (or in a linked Overdraft Protection Plan account) to cover the transaction. We may decline your overdrafting Debit Card purchases unless you request (opt in to) Debit Card Non-Sufficient Funds (NSF) Protection. Even if you opt in, we may still decline your overdrafting request. Even if you do not opt-in, we may still pay the request, but we will not assess any fee for doing so.

A per-use Debit Card Paid NSF fee is assessed under this purchase protection plan. See the Fee Schedule at [patelco.org/FeeSchedule](https://www.patelco.org/FeeSchedule) for the current fee. We will charge you the fee each time we pay a Debit Card Non-Sufficient Funds (NSF) transaction. However, if a transaction takes your account negative by \$25 or less, we will not assess the fee. Additionally, no fee will be charged if you deposit funds sufficient to bring your account current by 5pm PT the same day.

### **Debit Card Merchant Dispute Rights**

Mastercard operating rules give you certain rights to dispute merchant transactions. You must first make a good faith effort to resolve the dispute directly with the merchant. If you



are unable to resolve the dispute directly with the merchant, notify us at once. You must tell us within sixty (60) days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant.

We will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. We will, at a minimum, provisionally re-credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (20 business days for new accounts). It may take up to forty-five (45) days ninety (90) days for point-of-sale transactions including signature transactions, foreign transactions, or new accounts) to make a determination. If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, we will post it (or change a provisional credit to a permanent credit) within 1 business day of the determination.

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

### **Foreign Debit Card Transactions**

For Debit Card withdrawals and purchases in a foreign currency or foreign country, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard Worldwide from

the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, for each foreign country or foreign currency transaction, a fee of 1% of the transaction amount will be deducted from the Patelco account from which the payment is made. Please note that your transactions that are initiated by you here in the United States but processed by a merchant in another country will be subject to the 1% foreign transaction fee even though you initiated the transaction here in the United States.

### **Merchant Credits**

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

### **Liability for Unauthorized Use of the Debit Card**

You agree to notify us at once of the loss, theft, or other actual or possible unauthorized use of your Debit Card PIN. In general, your potential liability for signature transactions initiated with the Debit Card is zero under Mastercard operating rules. However, for both signature-based and PIN-based transactions, if you are grossly negligent in handling your Debit Card or reporting its loss or theft, your liability for unauthorized use of the Debit Card may be up to \$50 under California law. In addition, for both signature-based and PIN-based transactions, if you fail to report the unauthorized use of your Debit Card

within sixty (60) days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred sixty or more days after the mailing or electronic delivery date of the first statement, including any maximum credit limit accessed for overdraft protection. If a good reason, such as a long trip or hospital stay, kept you from reporting the loss or theft of your Card or unauthorized activity that appeared on your statement, the reporting period may be extended. As a member-owner of the Credit Union, you should know that it benefits all members if losses that the Credit Union absorbs on unauthorized Card use claims are kept to a minimum.

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

### **Pre-Authorized Transfers**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the telephone number or write us at the address listed at the back of this Handbook in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to our Fee Schedule ([patelco.org/FeeSchedule](http://patelco.org/FeeSchedule)) for fee amount to issue a stop-payment order. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we

will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

### **Right to Deny Debit Card Transaction Requests**

Debit Card fraud presents a risk of loss to the Credit Union. To protect all Members of the Credit Union, we may from time to time block the purchase availability of the Debit Card. If you will be traveling or plan to make a large or unusual purchase with your Debit Card, you can reduce the possibility that your purchase access will be blocked by notifying us in advance. Please call 800.358.8228 or use Online Banking to message the Credit Union.

### **Additional Limitations on Debit Card EFT Transactions**

In addition to the daily limits indicated above, individual merchants and ATMs may limit the number of purchases or withdrawals you can make in a day. All transactions are limited to the available balance in the account accessed plus any overdraft protection that may be available on Checking Accounts. Do not deposit coins into the ATM. Do not deposit any non-negotiable items into the ATM.

## **Plastic Credit Cards**

Please see your credit card agreement and disclosure for information on using your Patelco Credit Cards at ATMs, to obtain cash advances on your Credit Cards at financial institutions, and for merchant transactions.

## **AUTOMATED CLEARINGHOUSE (ACH) SERVICES**

ACH transfers are regular automatic deposits into your account, such as direct deposit of your payroll or retirement benefits, and regular automatic payments out of your account, such as transfers to pay health club dues. ACH transfers will occur only if you authorize the originating company in writing. You agree to the additional agreement and disclosures specified in the separate ACH form.

If you want Patelco to initiate preauthorized transfers that will debit (withdraw funds from) an account at another financial institution, you must be an owner of the account that will be subject to withdrawal.

Your only documentation of the transfer will be an entry on your periodic statement. If you want to confirm that an ACH payment was made or an ACH deposit received, you can call the Credit Union at 800.358.8228 or use Online Banking.

### **Available ACH Services**

ACH may be used to make deposits, to make loan payments, and to pay bills on dates and in amounts that you specify.

### **Preauthorized Debits (Withdrawals)**

You may arrange with Patelco and other third parties in advance to have regular preauthorized electronic payments, such as mortgage payments or insurance premiums withdrawn from your account. If the transfer date falls on a weekend or a holiday, the transfer will take place on the prior business

day.

If you have authorized Patelco to initiate debits from your account at another institution, and debits are returned for the second time, we will cancel your authorization.

**For all preauthorized debits that you ask us to originate outside of using online banking, we will require a completed and signed authorization form. For all preauthorization debits that you ask us to originate through online banking, you will be required to agree to certain conditions, which we will display to you inside online banking.**

### **Preauthorized Credits (Deposits)**

Upon instruction of your employer, the Treasury Department, or other financial institution, the Credit Union will accept direct deposits of your paychecks or of Federal recurring payments, such as Social Security or funds transfers to your Patelco account.

For all preauthorized credits that you ask us to originate, we will require a completed and signed authorization form. If you have authorized Patelco to initiate transfers to your account at another institution from your Patelco account and these are returned, we may cancel your authorization.

### **Limitations on ACH Services**

For deposits to your Patelco account or to pay a Patelco loan, the payer (the person or entity that pays you money) must offer direct deposit or the external financial institution from which the deposits are made must offer ACH services. For payments to creditors, the creditor (the person or entity to whom you pay money)

must accept payments via ACH transfer, and for ACH transfers to external accounts, the receiving depository financial institution must accept ACH transfers. Patelco does not offer international outgoing ACH payments.

Except for transactions that are processed immediately, Patelco can process ACH transfers initiated at Patelco on the same business day of your request if your request is made before 3pm PT. If your request is not made by 3pm PT, we will process your ACH request on the following business day.

It is your sole responsibility to schedule recurring payments to third parties to avoid late charges, fees, and other consequences of failing to pay a bill on its due date. Under no circumstances will we be liable for any late charges, penalties, or losses of any kind if we are unable to complete any payments and/or transfers initiated in a timely manner because of the existence of any one or more of the following circumstances:

1. You do not obtain confirmation at the time you initiate a payment and/or transfer.
2. The designated account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated account. We have identified you as a credit risk and have chosen to (i) make all payments and/or transfers initiated by you via the ACH services utilizing a paper, as opposed to electronic, method, or (ii) to terminate your ACH transfer services.
4. You have not provided us with the correct information for third parties to whom you wish to direct payment or accounts to which you wish to make a transfer.

5. The third-party recipient of the ACH transfer mishandles or delays handling payments sent by us.

6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

### **Right to Stop ACH Payments**

If you have preauthorized ACH payments out of your account, you can stop any of these payments by calling the Credit Union at 800.358.8228, or by writing to Patelco Credit Union, 3 Park Place, Dublin, CA 94568, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We may also require you to complete Patelco's ACH Stop Payment Form and deliver to us within fourteen (14) days. If you fail to confirm your oral request, it may lapse. We will charge you a fee for each stop payment order you give us as set forth in the Rate and Fee Schedule at [patelco.org/FeeSchedule](http://patelco.org/FeeSchedule).

This stop payment request for an ACH payment/debit may be for one-time only or for an indefinite period of time. To stop all future payments, it is your responsibility to contact the originator or the third party that you initially authorized. The stop payment order will remain in effect: (1) until payment of the entry has been stopped (for one-time requests), or (2) until you withdraw the stop payment order in writing, whichever occurs first. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual damages, not to exceed the amount of the payment.

### **Notice of Payments in Varying Amounts**

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

### **Credits, Corrections, and Payment Revocations**

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, the Credit Union is not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

If an ACH transfer is made into your account in error (if, for example, your employer inadvertently makes a double direct deposit of your net pay) you agree that we can reverse the erroneous transfer into your accounts without giving you advance notice. We will, however, tell you after the fact if such a correction is made. If reversal of an erroneous ACH deposit to your account results in an overdraft, you agree to immediately restore the account to a positive balance after receiving our written demand. If you do not do so, you agree that Your Consent to Our Right of Offset and our right to recover Collection Costs, as explained in the GENERAL AGREEMENTS OF MEMBERS portion of this Handbook, will apply.

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a

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

### **Unauthorized/Authorization Revoked Transactions**

If you are disputing an ACH debit transaction that posted to your account, you must notify us within sixty (60) days after you receive the bank statement, or other documentation, containing the mistake. We may also ask you to complete and sign a Written Statement of Unauthorized Debit. If we receive a properly completed and signed Written Statement of Unauthorized Debit from you within the 60-day period, we will re-credit your account with the amount of the charge. Please contact us at 800.358.8228, or write: Patelco Credit Union, PO Box 2227, Merced, CA 95344-0227.

If you notify us in person, we may require you to provide written confirmation of the error to us within 10 business days of when you notify us in person. The written confirmation may be provided to a Patelco branch or mailed to the address above. If you provide a signed Written Statement of Unauthorized Debit, that will satisfy the requirement to provide written confirmation of the error.

### **ACH Conversion of Checks**

Merchants to whom you write checks may convert them to ACH payments at the point of purchase.

These are called POP (point of purchase) entries. The merchant will scan the check

you write and return the check to you. The merchant must post a notice explaining that your check will be converted to an ACH entry.

Creditors to whom you write checks may convert them to ACH payments upon receipt of your checks. These are called ARC (accounts receivable) entries. The payee must notify you that they may convert checks you write to them to ACH entries.

### **Other ACH Transactions**

A CIE or customer-initiated entry occurs when you initiate an electronic transfer of funds to pay a company to whom you owe money, such as through use of Bill Payer. Bill Payer will tell you whether your bill is being paid electronically or by check. An IAT or international ACH transaction occurs when an international payment transaction is transmitted via the ACH network. Patelco does not originate these transactions but will accept these on your behalf.

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

A WEB entry is initiated when you give authorization over the internet (not using Online Banking or Bill Pay) to initiate an ACH withdrawal from your account. WEB entries may authorize a single payment or recurring payments.

### **Other ACH Terms and Conditions**

An automated clearing house (ACH) transfer is an electronic money transfer between financial institutions. ACH transfers may be initiated as one-time or regular recurring deposits into or out of your Patelco account, such as direct deposit of your payroll or retirement benefits, and one-time or regular automatic payments out of your Patelco account, such as transfers to pay health club dues or transfers to an account at another financial institution.

If you want Patelco to initiate preauthorized transfers that will debit (withdraw funds from) an account at another financial institution, you must be an accountholder or a joint accountholder of the account that will be subject to withdrawal.

Your only documentation of the transfer will be an entry on your periodic statement. If you want to confirm that an ACH payment was made or an ACH deposit received, you can use online banking or call the Credit Union at 800.358.8228.

### **Patelco Business Days**

Patelco business days are 9am to 5pm Pacific Time (PT) Monday through Friday except for Federal banking holidays. The following are Federal banking holidays: New Year's Day; Martin Luther King, Jr. Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

When a federal banking holiday falls on a Saturday, it is usually observed on the preceding Friday. When the Federal banking holiday falls on a Sunday, it is usually observed on the following Monday. All time references in this Handbook are based on Pacific Time (PT) unless stated otherwise.

## Limitation of Liability for ACH Payments and Transfers

If we do not properly complete an ACH transfer on time, for the correct amount, and/or to or from the account specified according to your transfer instructions and this Handbook, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law.

However, there are some exceptions. For instance, we will not be liable in the following circumstances:

1. If, through no fault of ours, you do not have enough available funds in your account to make a transfer (including internally initiated transfers and externally initiated transfers);
2. If you provide an incomplete or incorrect User ID and/or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by Credit Union to authenticate your identity, or because your User ID and/or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, internet, or Credit Union instructions for making transfers or using the ACH transfer services;
3. If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. If a legal order directs us to prohibit withdrawals from the account;
5. If your account is closed or if it has been frozen;
6. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
7. If we received incorrect or incomplete information from you or from third parties (e.g., the US Treasury, an automated clearing house, or a terminal owner);
8. If you or anyone you allow commits any fraud or violates any law or regulation related to your account(s) or the transaction, or if any transaction is prohibited by law, regulation, or court order, or would be considered illegal activity;
9. If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred;
10. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment or external transfer;
11. If our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
12. If the payee mishandles or delays a payment sent through the bill pay service or external transfer;
13. If delays in processing and/or payment are caused by third-party software and/or services; or
14. If circumstances beyond our control

(such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

There may be other exceptions, and we may establish other exceptions in addition to those not specifically mentioned above. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/ OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM

AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.

By agreeing to these payment and transfer terms, you confirm you understand the following:

- a. Transfers initiated according to these terms will be subject to this Handbook, applicable California and Federal law, and the applicable Rules, as outlined above.
- b. You are responsible for not initiating any transfers that would violate state or Federal law.

Patelco may cancel any instructions if you fail to have available funds to cover your authorized transfers, or if you otherwise breach the terms of this authorization or fail to comply with state and Federal law or NACHA rules.

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

The terms and conditions for Zelle® are part of our Site Terms and Conditions, which supplement this Handbook with regards to the particular details of using our products and services online or on a mobile device. To read our Site Terms and Conditions, please visit [patelco.org/site-terms](https://www.patelco.org/site-terms).





## **YOUR RIGHT TO REQUEST DEBIT CARD PAID NSF COVERAGE**

We will generally not pay overdrafting Debit Card purchases you make at a store, online, or by telephone under our standard overdraft practices unless you tell us you want Debit Card Paid NSF coverage for these transactions. Please see the Overdraft section and the Debit Card Paid NSF Protection Plan section of this handbook. To request Debit Card Paid NSF Coverage for your Debit Card purchases, please read the “What You Need to Know about Overdrafts and Overdraft Fees” Notice below and contact us as indicated in the Notice.

### **WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES**

An overdraft occurs when you do not have enough money in your account to cover a transaction but we pay it anyway. We can cover your overdrafts in two ways: (1) We have standard overdraft practices that come with your account or a line of credit, which may be less expensive than our standard practices. To learn more, ask us about these plans.

### **THIS NOTICE EXPLAINS OUR STANDARD OVERDRAFT PRACTICES**

What are the standard overdraft practices that come with my account? We authorize and pay overdrafts for (1) Checks and other transactions made using your checking account, and (2) ACH transfers online, by phone, or per pre-authorized automatic ACH bill payments. We do not authorize and pay overdrafts for ATM transactions, under our online Bill Pay service, or when cash is requested at a branch. We do not

authorize and pay overdrafts for everyday debit card transactions unless you ask us to (see below).

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### **WHAT FEES WILL I BE CHARGED IF PATELCO PAYS MY OVERDRAFT?**

Under our standard overdraft practices, we will charge you a fee of \$28 each time we pay an overdraft, although we may waive this fee if the transaction takes your account negative by \$25 or less. There is no limit on the amount of fees we can charge you for overdrawing your account.

### **WHAT IF I WANT PATELCO TO AUTHORIZE AND PAY OVERDRAFTS ON MY EVERYDAY DEBIT CARD TRANSACTIONS?**

If you want us to authorize and pay overdrafts on everyday debit card transactions, please call us at 800.358.8228, or complete the form below and return it to any Patelco branch ([patelco.org/locations](https://www.patelco.org/locations)) or mail it to:

Patelco Credit Union  
ATTN: Reg E Department  
PO Box 2227  
Merced, CA 95344

**PLEASE DETACH AND RETURN THE FORM BELOW AND RETAIN THIS DOCUMENT FOR YOUR RECORDS.**

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I want Patelco Credit Union to authorize and pay overdrafts on my everyday debit card transactions. I may revoke this option at any time by notifying Patelco Credit Union.

Name \_\_\_\_\_

Member Number \_\_\_\_\_

Date \_\_\_\_\_

Checking Suffix(es) \_\_\_\_\_

Signature \_\_\_\_\_

# FEDERAL PRIVACY NOTICE

(Revised March 20, 2023)

## FACTS

WHAT DOES PATELCO CREDIT UNION AND ITS AFFILIATED CREDIT UNION SERVICE ORGANIZATIONS DO WITH YOUR PERSONAL INFORMATION?

- Social Security number, income, and employment information
- account balances and transaction/payment history
- credit history and credit scores

## 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.

## 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 Patelco Credit Union and its affiliated CUSOs choose to share; and whether you can limit this sharing.

## WHAT?

The types of personal information we collect and share depend on the product or service you have with us.

This information can include:

Reasons we can share your personal information	Does Patelco Credit Union and its affiliated CUSOs 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	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We do not share



**Note:** If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## WHO WE ARE

### Who is providing this notice?

Patelco Credit Union and its affiliated Credit Union Services Organizations (CUSOs).

## WHAT WE DO

### How does Patelco Credit Union and its affiliated CUSOs 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. Credit Union staff, management and volunteers are trained to keep consumer information strictly confidential.

### How does Patelco Credit Union and its affiliated CUSOs collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money.
- pay your bills or apply for a loan.
- use your credit or debit card.
- We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### 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 Patelco may give you additional rights to limit sharing.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## DEFINITIONS

### Affiliates

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

- Our affiliates include our wholly owned Credit Union Service Organizations (CUSOs).

### Nonaffiliates

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

- Patelco and its affiliated CUSOs do not share your personal information with nonaffiliates so they can market to you unless they are joint marketing financial company partners.

### Joint marketing

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

- Our joint marketing partners are financial companies and include financial planners, investment advisors and companies that sell various types of insurance.

## How to Exercise Your Privacy Choices

1. Go to [patelco.org/privacychoices](https://patelco.org/privacychoices) and enter the member's name and Member Number.
2. Select from the choices below by checking the box(es):

#### Joint Marketing

Do not share my personal information with other financial institutions to jointly market to me.

#### Creditworthiness

Do not share information about my creditworthiness with your affiliates for their everyday marketing purposes.

#### Affiliate Marketing

Do not allow your affiliates to use my personal information to market to me.

3. Select **Submit** after entering the required verification code.
4. If you have additional Member Number, repeat the steps above for that number. Otherwise, you're done.

# CALIFORNIA CONSUMER PRIVACY ACT NOTICE

(Revised December 27, 2022)

Your privacy is important to us. This California Consumer Privacy Act Notice ("CCPA Notice" or "Notice") explains how we collect, share, use, and protect your personal information through your online and offline interactions with us.

This Notice is adopted in accordance with the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, (collectively referred to herein as "CCPA"). This Notice

constitutes our notice at collection and our Privacy Policy pursuant to the CCPA.

The rights outlined in this form are applicable to California residents.

## I. CATEGORIES OF INFORMATION WE COLLECT

In the preceding 12-months, we have collected the following categories of personal information (please note that some categories overlap):

Category	Examples
A. Identifiers	A real name or alias; postal address; signature; home phone number or mobile phone number; membership number, credit card number, debit card number, or other financial information; physical characteristics or description; email address; account name; Social Security number; driver's license number or state identification card number; passport number; or other similar identifiers.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.
C. Sensitive Information	Is not publicly available and includes personal identifications, such as social security number, driver's license, or passport number; a consumer's login, financial account, debit card, or credit card number in combination with a security or access code; protected classifications or characteristics protected under state or federal law such as, age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
E. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.



F. Geolocation data	Physical location or movements. For example, city, state, country, and ZIP code associated with your IP address or derived through Wi-Fi triangulation; and, with your permission in accordance with your mobile device settings, and precise geolocation information from GPS-based functionality on your mobile devices.
G. Biometric information	Fingerprints, photographs, facial or voice recognition.
H. Professional or employment-related information	Current or past job history, performance evaluations, disciplinary records, workplace injury records, disability accommodations, and complaint records.
I. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Educational records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
J. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior attitudes, intelligence, abilities, and aptitudes.
K. Employment Related Information	Personal information that is collected by the business about a natural person for the reasons identified in Civil Code section 1798.145, subdivision (m)(l). The collection of employment-related information, including for the purpose of administering employment benefits, shall be considered Business Purpose.

Personal information for purposes of the CCPA does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley

Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994. For example, this Notice does not apply with respect to information that we collect about California residents who apply for or obtain our financial products and services for persona, family, or household purposes.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from consumers or their agents. For example, from documents that consumers provide to us related to the services for which they engage us.
- Indirectly from consumers or their agents. For example, through information we

collect from consumers in the course of providing services to them.

- Directly and indirectly from activity on our website (**patelco.org**) or our Mobile App. For example, from submissions through our website portal or website usage details collected automatically
- From third-parties that interact with us in connection with the services we perform including to provide marketing materials.

## **II. HOW WE USE YOUR PERSONAL INFORMATION**

We may use or disclose personal information we collect for one or more of the following operational or other notified purpose (“business purpose”):

- To fulfill or meet the reason for which the information is provided. For example, you apply for a loan, and we use the information in your loan application to give you the loan.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations or other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- For testing, research, analysis to improve our products and services and for developing new ones.
- To protect the rights, property or safety of us, our employees, our members or others.
- To detect security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those

responsible for that activity.

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## **III. SHARING PERSONAL INFORMATION**

We disclose your personal information to a third party for a business purpose or commercial purpose. When we disclose personal information for a business or commercial purpose, we enter a contract that describes the purpose and requires the recipient to keep that personal information confidential and not to use it for any purpose except performing the contract.

In the preceding 12-months, we have disclosed the categories of information listed in Section I above, for a business or commercial purpose.

We disclose your personal information for a business or commercial purpose to the following categories of third-parties:

- Our third-party service providers;
- Our affiliated websites and businesses in an effort to bring you improved service across our family of products and services, when permissible under relevant laws and regulations;
- Other companies to bring you co-branded





services, products or programs;

- Third parties that help us advertise, products, services or membership with us to you;
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you; and
- Other third parties to comply with legal requirements such as the demands of applicable subpoenas and court orders; to verify or enforce our terms of use, our other rights, or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect the rights, property or security of our customers or third parties.

#### **IV. SELLING PERSONAL INFORMATION**

We do not sell your personal information for monetary consideration. However, there may be instances where we disclose or share your information with a third party for other non-monetary considerations.

We do not sell the personal information of consumers under the age of 16. Consumers between the ages of 13-16 must opt-in to the sale or sharing of their personal information. After opting-in they may opt-out at any time. We do not sell or share the personal information of consumers under the age of 13 without parental or guardian consent.

#### **V. YOUR RIGHTS AND CHOICES**

This section describes your rights and choices regarding how we collect, share, use, and protect your personal information, how to exercise those rights, and limits and exceptions to your rights and choices.

##### **a. Exceptions**

We will first address the exceptions where your rights and choices in this Section V do not apply to you:

- If you are not a California resident.
- If we collected personal information covered by certain financial sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994. How we collect, share, use and protect your personal information covered under the GLBA.
- "Aggregated information" that relates to a group or category of consumers, from which consumer identities have been removed, that is not linked or reasonably linkable to any consumer or household, including via a device.
- "Deidentified information" that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to you, provided that we have: (i) implemented technical safeguards that prohibit reidentification of your information; (ii) implemented business processes that specifically prohibit reidentification of the information; (iii) have business processes to prevent inadvertent release of deidentified information; and (iv) make no attempt to reidentify the information.
- The information we have is publicly available from government records.

##### **b. Access to Specific Information and Data Portability Rights**

If the above exceptions do not apply, and you have not made this request more than twice in a 12- month period, you have the right to request that we disclose certain

information to you about our collection and use of your personal information from the date we receive your request. Once we receive and confirm your request and verify that the request is coming from you or someone authorized to make the request on your behalf, we will disclose to you or your representative:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting that personal information.
- The categories of third parties to whom we disclosed the category of personal information for a business or commercial purpose.
- The business or commercial purpose for which we disclosed the category of personal information.
- The specific pieces of personal information we collected about you in a form that you can take with you (also called a “data portability request”).

c. Your Rights Under CCPA

**(1) To Know**

You have the right to request that we disclose to you free of charge the following information:

1. the categories of Personal Information about you that we collected;
2. the categories of sources from which the Personal Information was collected;
3. the purpose for collecting Personal Information about you;
4. the categories of third parties to whom we disclosed Personal Information about you and the categories of Personal

Information that was disclosed (if applicable) and the purpose for disclosing the Personal Information about you; and

5. the specific pieces of Personal Information we collected about you;

**(2) To Delete**

You have the right to request that we delete any of your personal information that we collect from you and retained, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity.
3. Debug to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
5. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the



businesses' deletion of the information is likely to render impossible or seriously impair the achievement of such research, if you previously provided informed consent.

6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

7. Comply with a legal obligation.

8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **(3) To Correct**

You have the right to request that we correct inaccurate information that we have about you. We will use commercially reasonable efforts to correct the inaccurate personal information.

### **(4) To Limit Use**

You have the right to request that we limit the use and disclosure of your sensitive or personal information (including but not limited to, social security number, financial account information, geolocation data, genetic data). For instance, you may direct that we only use your sensitive or personal information for limited purposes, such as providing you with the services you requested.

### **(5) To Opt-Out of Sharing or Selling**

#### **Our Policy On Selling Data**

Patelco does not sell the personal information of its members. Patelco may share your personal information with third parties for the purpose of providing you with products or services you asked for

or completing a transaction you instructed Patelco to complete. Under the CCPA, some sharing of personal information necessary to provide you with personalized ads may be considered a "sale", even if no money is exchanged. You may opt-out of such sharing.

Notwithstanding the foregoing, You may request to Opt-Out of the sharing or selling of your personal information.

We may deny your request to Opt-Out of sharing or selling your information if:

#### **(6) To Opt-In To Sharing or Selling**

We may solicit your consent to Opt-In to future sharing or sale of your information after 12 months.

#### **(7) Right of Non-Discrimination**

We will not discriminate against you for exercising any of your rights in this Notice and under applicable laws. Unless permitted by law, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price for goods or services or a different level or quality of goods or services.

#### **d. Exercising Your Rights**

To exercise the rights described above, please submit a verifiable consumer request to us by:

1. Completing an online Personal Information Request. To do this, visit [patelco.org/privacy](https://patelco.org/privacy), scroll to the **Notice for California Residents**

section, and then tap or click the link to “**exercise your rights**” to submit a request.

2. Calling **800.358.8228** and submitting your request with our member services team; or

3. Submitting a request at one of our branches by making the request to one of our member service representatives who will help you submit the online form online.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. All other requests may be made more than twice within a 12-month period, provided that they are not unfounded or excessive.

To complete your request, we first need to verify your identity, meaning we need to make sure that you are the person about whom we may have collected personal information or a person who has been duly authorized to make the request on behalf of the consumer.

When we receive a verifiable request from your “authorized agent,” which is any person or legal entity registered with the California Secretary of State that you have authorized to act on your behalf, we will require:

1. Submission of a written document signed by you with your permission for the authorized agent to submit a verifiable request on your behalf and require the authorized agent to verify its own identity to us; or

2. Require your authorized agent to furnish a copy of a power of attorney pursuant to California Probate Code sections 4000 to 4465 and require the authorized agent to verify its own identity to us.

We will deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf and cannot verify their own identity to us.

#### e. Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Other than to a request for a right to know what information has been collected or sold about a consumer, we may limit the response to cover the 12-month period preceding a receipt of the CCPA request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

## VI. CHANGES TO THIS NOTICE

We reserve the right to amend this CCPA Notice at our discretion and at any time. When we make material changes to this Notice, we will notify you by email or through a notice on our website’s news page.



## **VII. CHILDREN'S ONLINE INFORMATION PRIVACY**

Our website is not intended for children under the age of 13. We do not knowingly collect, maintain, or use personally identifiable information from our website about children under the age of 13 without parental consent. For more information about the Children's Online Privacy Protection Act (COPPA), visit the Federal Trade Commission website at [ftc.gov](http://ftc.gov).

## **VIII. LINKING TO THIRD-PARTY WEBSITES**

We may provide links to websites that are owned or operated by other companies ("third-party websites"). When you use a link online to visit a third-party website, you will be subject to that website's privacy and security practices, which may differ from ours. You should familiarize yourself with the privacy policy, terms of use and security practices of the linked third-party website before providing any information on that website. We are not responsible for the third-party website's use, collection, sale or sharing of your personal information.

## **IX. SECURITY**

We use reasonable physical, electronic, and procedural safeguards that comply with federal standards to protect and limit access to personal information. This includes device safeguards and secured files and buildings. Please note that information you send to us electronically may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information (such as your Social Security number) to us.

## **X. CONTACT INFORMATION**

If you have any questions or comments

about this Notice or the CCPA practices, contact us at **800.358.8228**, or send your request via postal service to the address below (please make sure to include your mailing address and your phone number for verification purposes):

Patelco Credit Union  
ATTN: Legal Department  
3 Park Place  
Dublin, CA 94568

## **XI. REPORT FOR PREVIOUS YEAR**

Each year we update a report on the Rights of Individual Requests Metrics. Please go to [patelco.org/CCPARreport](http://patelco.org/CCPARreport) to see the most recent report.

# Money Market Plus Account Addendum

Effective April 28, 2023

**Initial Opening Balance Requirement: \$0**

**Minimum Balance Requirement: \$0**

**Monthly Maintenance Fee: None**

**Monthly Deposits to and Withdrawals from the Money Market Plus Account: Unlimited**

## Dividend Rate

Your account has a variable dividend rate, which means the dividend rate may change. The dividend rates for your account are set at our discretion and may change at any time without notice. The Money Market Plus account has a default rate equal to the Regular Savings account (posted at [patelco.org/rates](https://patelco.org/rates)). A high-yield dividend rate can be earned when you meet the **Qualifying Requirements** detailed below.

## Dividend Rate and Dividend Calculation

We use the daily balance method to calculate your interest dividends. This commonly used method applies a daily periodic rate to the balance in the account each day to calculate the daily dividend. The daily dividend is added for each day in the period to determine the total monthly dividend to be credited to the account.

Dividends are credited and compounded monthly on the last day of the calendar month. This means you can expect to see a dividend payment (if you are owed one) appear on the last calendar day of each month.

## High-Yield Dividend Rate

The Money Market Plus account has a default dividend rate equal to the Regular Savings account dividend rate.

A higher yield can be earned on the Money Market Plus account in two ways:

**Introductory Period:** For the first calendar month in which your account is opened and for an additional three (3) calendar months immediately after that, the Money Market Plus account will earn the higher published dividend rate for the account.

**Qualifying Period:** After your Introductory Period ends, you must meet the Qualifying Requirements each calendar month to earn the higher yield on your Money Market Plus account.

For every calendar month you qualify, the higher yield will be applied to the account in the calendar month immediately following. For example, if you qualify in June, the higher yield will be applied for the month of July. By the third full calendar month of the Introductory Period, the \$500 deposit requirement must be met to continue the higher yield into the Qualifying Period.



## Qualifying Requirements

The requirements to qualify for the higher yield are:

1. Having at least one checking account (share draft account) under the same Member Number as the Money Market Plus account. Any checking account (share draft account) currently offered

by

Patelco will meet this qualification.

2. Having at least \$500 (aggregate) in qualifying deposit transactions in the previous month to the checking (share draft) account(s) open under the same Member Number as the Money Market Plus account. Qualifying deposit transactions include:

- Payroll direct deposits;
- Social Security (or other government benefit) direct deposits;
- ACH transfers;
- Zelle, Venmo, PayPal or other similar deposits;
- Cash deposits;
- Check deposits (except checks written from another Patelco account); and
- Wire transfers.

Qualifying deposit transactions do **not** include (1) Patelco account-to-Patelco account transfers, (2) debit card refunds, (3) checks written from another Patelco account, (4) chargebacks, or (5) promotional incentive payments from Patelco.

Please see the **Member Handbook** and **Fee Schedule** for your account terms. Patelco reserves the right to discontinue the Money Market Plus account at any time without notice.



PO Box 2227  
Merced, CA 95344  
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