



**TRUTH-IN-SAVINGS
DISCLOSURE
AND
AGREEMENTS**
*PLEASE KEEP
FOR YOUR RECORD*

**THIS DISCLOSURE SUPERCEED
ANY DISCLOSURE WITH AN EFFECTIVE
PRIOR TO THE DATE SHOWN BELOW.**

Effective October 1, 2005



In the following agreement(s), the words "You", "Your", and "Yours" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing an Account signature card for each respective Account. The words "We", "Us", and "Our" mean CAMINO FEDERAL CREDIT UNION.

This disclosure is presented for your information and is accurate as of the date shown on the cover. Furthermore, the CREDIT UNION's Schedule of Fees and Charges and Rate Sheet are incorporated herein by reference. We have the right to change its terms and conditions or amend this disclosure from time to time. However, before any fee or charge is increased or added, or terms and conditions amended, you will receive 30 days advance notice at your address of record. You may always obtain more information by calling our Member Services Department at (323) 722-3400.

PRIVACY NOTICE

It is the policy of Camino Federal Credit Union to recognize and respect each member's privacy and their expectation of privacy regarding their financial information with this credit union. We understand consumer's concern on how their information is collected, used and distributed. This policy is to address those concerns and solicit their continuing trust and confidence in us. This policy is also complying with the Gramm-Leach-Bliley Act (Act) as required by all federally insured credit unions.

One of the main concerns is the use of non-public personal information once it has been collected and the original transaction completed. Our credit union uses the information only to the extent necessary to carry out our daily business activities and to provide services and other opportunities to our members. We do not have any affiliates. We acquire and keep only that information that we have a reasonable use for or may support current or planned activities. We collect non-public personal information about you from the following sources:

- a. Information we receive from you on applications, e-mails, and other forms and documents such as your name, address, e-mail address, birth date, income, social security number;
- b. Information about your transactions with us such as your credit card usage, your payment history or parties to the transaction;
- c. Information we receive from a consumer reporting agency such as your creditworthiness and credit history.
- d. Information obtained when verifying the information you provide on an application or other forms (this may be obtained from your current or past employers, or from other institutions where you conduct financial transactions) such as your payment history, information concerning your transactions and income;
- e. Information obtained from consumer purchasing and census data providers, marketing researchers and public records such as demographic information;
- f. Information obtained from our sponsoring company about potential members such as your name, address, and social security number.

We may share some or all of the information described above with non-affiliated third parties under the following conditions:

- a. As necessary to help complete a transaction. This would include sharing information with companies that assist us in administering and bringing you our products and services such as check and statement printing companies and data processing companies. The information shared typically includes information to process transactions on your behalf, conduct our operations, follow your instructions as you authorize or protect the security of our financial records.
- b. To companies that perform marketing or other services on our behalf. We have agreements with these companies that prohibit them from disclosing or using the information other than for providing these services.
- c. To consumer and credit reporting companies;
- d. To non-affiliated third parties as permitted or required by law;
- e. To non-affiliated third parties at the member's consent or request.

Also, we may enter into agreements with other businesses to provide support or services to us or for one or more of our products, such as mailing houses that assist us in delivering your statements and other promotional

materials. Under certain circumstances we may also enter into joint marketing agreements with other financial service providers, such as mortgage bankers, securities broker-dealers, and insurance companies and agents. Before entering into relationships with such entities, we require them to agree to safeguard our members' information and to comply with all applicable privacy laws.

We may also disclose non-public personal information about you to other non-affiliated third parties not described above as permitted by law.

Because of the limited way we share information with non-affiliated third parties, we are not required to provide you with the opportunity to opt-out from the disclosure of information to non-affiliated third parties.

If you decide to terminate your membership or become an inactive member, we will adhere to the privacy policies and practices as described in this notice.

Keeping your information accurate and up-to-date is very important. If you ever find out that your information is incomplete, inaccurate, or not current, please call or write us at the telephone number shown on your statement. We will correct your information and maintain it in a complete and accurate manner. Personal information will not be improperly altered or destroyed. Security standards and procedures are in place to both maintain the records and prevent unauthorized disclosure of information. CFCU employees will only have access to member information as "need-to-know" basis. We do not disclose any nonpublic information about you to anyone, except as permitted by law. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Our credit union trains and educates our employees on the importance of maintaining member privacy and trust and does periodic monitoring and training to ensure their compliance.

The credit union recognizes its responsibility to provide an initial and annual notice of its privacy policies and practices to each of its members.

We reserve the right to revise our policy as our business needs change or as the law requires. If we revise our policies, we will provide our active members with copies of our new policies at that time.

**TRUTH-IN-SAVINGS DISCLOSURE
GENERAL INFORMATION**

ACCRUAL OF DIVIDENDS: Dividends begin to accrue on the business day you deposit non-cash items (e.g., checks) or cash items to your Account if deposited before the close of business.

NATURE OF DIVIDENDS: Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

DIVIDEND RATES: The initial dividend rate and annual percentage yield on our Regular Share Savings, SmartCheck (Share Draft Checking Account), Summer Salary, Sub-Shares, Christmas Club, Money Market, IRA Share, Share Certificate and IRA Term Certificates Accounts are stated on the Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

BALANCE INFORMATION: We compute the balance in our Regular Share, Summer Salary, Sub-Shares, SmartCheck, Christmas Club, Money Market and IRA Share Accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balances in the account for each day of the period and dividing that figure by the number of days in the period.

BYLAW REQUIREMENTS: The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of three shares within 6 months of his admission to membership, or within 6 months from the increase in the par value in shares, or a member who reduces his share balance below the par value of three shares and does not increase the balance to at least the par value of three shares within 6 months of the reduction may be terminated from membership at the end of the dividend period.

No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by non-members. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days' and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary of contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT: You must open a Regular Share Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.

PAR VALUE/MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The par value of one share in the CREDIT UNION is \$5.00.

CREDIT REPORTS: You authorize us to obtain credit reports as we deem necessary for purposes of determining future credit opportunities with you and you authorize any person, association or corporation to furnish, on our request, credit reports. You also authorize us to furnish information concerning your Account(s) with us to credit reporting agencies.

YOUR SHARE ACCOUNTS

Camino Federal Credit Union's Share Accounts let you deposit your money in a Savings Account and withdraw your money generally at any time. Our Share Accounts are Regular Share, Sub-Shares, Christmas Club, Summer Salary, IRA Shares, and Money Market Accounts.

RATE INFORMATION: Our Share Accounts are designated variable rate accounts on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded quarterly and will be credited quarterly. For the Share Accounts the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of the dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

TRANSACTION LIMITATIONS: No more than six pre-authorized, automatic, or telephonic transfers may be made from your Regular Share Account or Money Market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

YOUR REGULAR SHARE AND SUB-SHARE ACCOUNTS

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open a Regular Share or Sub-Share Account is \$15. You must maintain a minimum average daily balance of \$15 in your Regular Share Account or Sub-Share Account to obtain the annual percentage yield stated on the Rate Schedule and to avoid closure.

TRANSACTION LIMITATIONS: During any statement period, you may not make more than six withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your Account will be subject to closure by the Credit Union.

YOUR SMARTCHECK SHARE DRAFT ACCOUNT

Camino Federal Credit Union offers a SmartCheck Share Draft Account (Checking Account) which lets you withdraw your money and write checks against your Account at any time.

1. You authorize us to establish a Smart Check Checking Account. We are hereby authorized to recognize any of the signatures subscribed to the Signature Card for the payment of funds or the transaction of any business for this Account.

2. We are authorized to pay checks signed by you and the payments will be charged against your Account.
3. The Credit Union is under no obligation to pay a share draft which exceeds the balance in this account; the Credit Union may, however, pay such a share draft and recover or obtain a refund of the amount of the resulting overdraft plus service charge from any of the owners of this account, each of whom expressly agrees that he or she is jointly and severally liable for any and all overdrafts of this account created by an owner.
4. If any of the owners writes a share draft that would result in this SmartCheck Account being overdrawn the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the share draft and to credit such charge to this account. No share draft overdraft may be paid by charging a share account if as a result of such charge, that share account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers with no more than three by check, draft debit card or similar order; transfers initiated by telephone must be counted among the six monthly transfers; there are no limits on the number of withdrawals if initiated in person, and no limit on the number of withdrawals paid directly to the member when initiated by mail, telephone or messenger.
5. If any of the owners writes a share draft which would result in this account being overdrawn, and if at that time any of the owners is eligible to receive loan advances from this Credit Union, the Credit Union is authorized to make an advance from the owners' loan account, and to credit the advance to this account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such share draft.
6. Our authority under this agreement may not be changed or terminated by you, except by written notice to us which will not affect any prior transaction.
7. Only CAMINO FEDERAL CREDIT UNION checks, or other methods approved by us, may be used to withdraw funds from the Account.
8. Except for negligence, we are not liable for any action we take regarding the payment or non-payment of a check.
9. Any objection regarding any item shown on a monthly statement of the Account shall be waived unless made in writing to us on or before the 20th day following the day the statement was mailed, except where the Uniform Commercial Code ("UCC") provides otherwise.
10. We are under no obligation to pay a check on which the date is more than six months old unless you give us notice otherwise as required under the UCC. We are under no obligation to hold a post-dated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us notice as required under the UCC.
11. You shall be liable for such service charge/fees as we may impose for returned items written against insufficient funds, closed Accounts, returned items deposited into the Account, and for other services in accordance with our Schedule of Fees and Charges.
12. We are authorized to deduct any Account service charge/fee from your SmartCheck Share Draft Account or any of your Share Accounts without prior notice to you. If sufficient funds are not available in your Share Accounts, then funds available under the Overdraft Protection Option may be used to pay service charges or fees.
13. All non-cash share deposits or payments received in the Account may be placed on hold in accordance with our policy of Delayed Availability of Deposited Funds.
14. Provided such request is timely so that we shall have a reasonable opportunity to act upon it, you may order stop payment of any check payable against your account. If the order is verbal it shall be valid only fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid for six (6) months and may be renewed for additional six (6) month periods. You have the burden of establishing the fact and the amount of the loss resulting from any stop payment contrary to a binding stop payment. A fee may be charged as provided in our Schedule of Fees and Charges.

15. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect checks or to account for proceeds of its collection until we know of the fact or collect checks or to account for proceeds of its collection until we know of the fact of your death, dissolution or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, dissolution or incompetence, pay or guarantee checks drawn on or prior to the date unless ordered in writing to stop payment by a person claiming an interest in the amount. We must be notified if any of you die, become incompetent or your organization is dissolved.
16. A photocopy of a paid check is available for seven (7) years from the date the check was paid by us. A fee may be charged as provided in our Schedule of Fees and Charges.
17. You authorize us to release information regarding the status and history of your Account to others such as credit bureaus, merchants and other financial institutions.
18. We will charge the Account for check printing costs at the time the charge is received from the printer. If there are not sufficient funds in the Account, we may charge any other share Account held by any of the named Account owners of this Account.
19. You agree and authorize us that when paid, checks become the property of the Credit Union and will not be returned with the periodic statement of this Account or otherwise.
20. Please refer to our Schedule of Fees and Charges as they apply to your SmartCheck Share Draft Account.
21. **RATE INFORMATION:** Our SmartCheck Share Draft Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.
22. **DIVIDEND COMPOUNDING AND CREDITING:** Dividends will be compounded quarterly and will be credited quarterly. For the Share Draft Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.
23. **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS:** The minimum deposit required for you to open a SmartCheck Share Draft Account is \$15. You must maintain a minimum average daily balance of \$500 in your SmartCheck Share Draft Account to obtain the annual percentage yield stated on the Rate Schedule.
You must, have direct deposit, or maintain a minimum average daily balance of \$2,500.00 in your Share Account to avoid a service fee.
24. **TRANSACTION LIMITATIONS:** No transaction limitations apply to your Checking Account.

YOUR MONEY MARKET ACCOUNT

Camino Federal Credit Union offers a Money Market Account which lets you earn money market rates while providing liquidity.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open your Money Market Account is \$2,500.00 and you must maintain this minimum balance to obtain the annual percentage yield stated on the Rate Schedule. You must maintain a minimum balance of \$2,500.00 in your Money Market Account to avoid closure.

TRANSACTION LIMITATIONS: No more than six pre-authorized, automatic, or telephonic transfers may be made from your Regular Share Account or Money Market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

YOUR CHRISTMAS CLUB ACCOUNT

Camino Federal Credit Union offers a Holiday Club Account which lets you periodically save money for the holiday season.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: You must maintain a minimum average daily balance of \$15 in your Christmas Club Account to obtain the annual percentage yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS: Our Christmas Club Account may be opened at any time. Funds will be disbursed to you on or about November 15.

SUMMER SALARY SHARE ACCOUNT

Camino Federal Credit Union offers a Summer Salary Account which allows you to save for the summer months when you do not receive your regular pay.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: You must maintain a minimum average daily balance of \$15 in your Summer Salary Account to obtain the annual percentage yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS: Our Summer Salary Account may be opened at any time. Funds will be disbursed to you on or about August 1st and September 1st for the Summer Salary Account.

SHARE IRA ACCOUNT

Camino Federal Credit Union offers Share IRA Accounts which allows you to save with an IRA Account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open your IRA Share Account is \$15. You must maintain a minimum average daily balance of \$15 in your IRA Share Account to obtain the annual percentage yield stated on the Rate Schedule.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES: All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

SHARE CERTIFICATE ACCOUNTS

Camino Federal Credit Union's Share Certificate Accounts let you deposit your money for a specified period of time. Our Share Certificate Accounts are called Regular Share Certificate and IRA Share Certificate Accounts.

ANNUAL PERCENTAGE YIELD: The annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

MATURITY: Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

RATE INFORMATION: Our Share Certificate Account is designated a fixed rate account on the Rate Schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be calculated monthly and will be credited monthly. Dividends are not compounded in your Share Certificate Account. They will be credited to the base Share Account.

ACCOUNT LIMITATIONS: You may not make deposits into these accounts after opening.

RENEWAL OF ACCOUNT/GRACE PERIOD: You will be given at least 20 days' notice of maturity. Your account will automatically renew at maturity for the same time period as the original term unless you prevent renewal by withdrawing all of the funds in your account at maturity or within a grace period of 7 days after maturity. If you withdraw principal after the grace period has expired, you will be charged the early withdrawal penalty stated below.

EARLY WITHDRAWAL PENALTY: We may impose a penalty if you withdraw principal from your account before the maturity date. The penalty imposed shall be as follows:

- 1) If the term is 6 months or less, the penalty will be equal to 2 months dividends;
- 2) If the term is 12 months or less but greater than 6 months, the penalty will be equal to 3 months dividends;
- 3) If the term is 24 months or less but greater than 12 months, the penalty will be equal to 6 months dividends;
- 4) If the amount of the penalty is not available in dividends, then

whatever dividends have accrued will be forfeited. In no event will the penalty reduce the principal.

EXCEPTIONS TO PENALTIES: The penalties stated below will not apply if:

- 1) The withdrawal is made subsequent to the death of any owner of the Share Certificate Account, or is made pursuant to the Credit Union's bylaws.
- 2) The Share Certificate Account is part of a pension plan which qualifies or is qualified to receive specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age, or
- 3) Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

REGULAR SHARE CERTIFICATE ACCOUNTS

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open a Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum average daily balance to obtain the annual percentage yield stated on the Rate Schedule and to avoid closure.

IRA SHARE CERTIFICATE ACCOUNTS

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS: The minimum deposit required for you to open your IRA Share Certificate Account is \$2,000.00. You must have a minimum average daily balance of \$2,000.00 in your IRA Share Certificate Account to obtain the annual percentage yield stated on the Rate Schedule. You must maintain a minimum average daily balance of \$2,000.00 in your IRA Share Certificate Account to avoid closure.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded monthly and will be credited monthly into your Share IRA Account.

RENEWAL OF ACCOUNT/GRACE PERIOD: You will be given at least 20 days' notice of maturity. Your account will automatically renew at maturity for the same time period as the original term unless you prevent renewal by withdrawing all of the funds in your account at maturity or within a **grace period of 7 days** after maturity. If you withdraw principal after the grace period has expired, you will be charged the early withdrawal penalty stated below.

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. You must be a member in good standing to maintain any Account.
2. All Accounts (except Checking Accounts) are not transferable except on the records of Camino Federal Credit Union (CFCU).
3. We may endorse checks for you which we receive for deposit.
4. All non-cash payments received for credit to any Account are credited subject to final payment. Your right to withdraw funds represented by certain checks or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. Please refer to the Credit Union's Disclosure of Delayed Availability of Deposited Funds for further details.
5. All Account statements will be mailed only to your address of record. You shall exercise reasonable care and promptness in reconciling your statement, but in all cases within the applicable time limits set forth in the Uniform Commercial Code or you are precluded from any objection against us.
6. We may pay out funds or transact business pertaining to any Account with the signature of any one (1) of the Account owners or the signature of any designated agent. If we receive written notice from an owner that withdrawals in accordance with the terms of the Account should not be permitted, we may refuse, without liability, to pay any sums on deposit pending a determination of the rights of the owners. Further, if there is more than one owner and there is a conflict between owners, we may require the signatures of all owners.
7. You, as primary owner, or we may terminate your Account at any time. You understand, however, that your authority to us may not be changed or terminated except by written notice to us which will not affect prior transactions. You understand that it is our policy that so long as you have

an outstanding loan balance, you may not close out your share Account with us.

8. You understand that Individual, Joint, Trust, and Pay-on-Death Accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
9. We are not responsible for items lost while not in our possession.
10. California law states that inactive balances must be turned over to the State (escheated) after a period of 3 years if you have not:
 - A. Increased or decreased the amount of any of your account(s) with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
 - B. Correspond in writing or electronically with you concerning any of your accounts with us; or
 - C. Otherwise indicated an interest in any of your accounts with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice. To recover funds turned over to the state, you must file a claim with the state.

11. The parties who sign an Account Application agree with each other and with the Credit Union that all funds in the account shall be owed as follows:

INDIVIDUAL ACCOUNTS: The account or certificate is owned by the party named on the Account Application. Upon the death of the party, ownership passes to the named pay-on-death payee(s), i.e. the beneficiary named on the Account Application.

JOINT ACCOUNTS: The account or certificate is owned by the parties named on the Account Application. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them ownership passes to the named pay-on-death payee(s), i.e. the beneficiary named on the Account Application. Each account holder(s) or owner(s) is jointly and severally liable for any and all overdrafts created by any owner.
12. Please refer to our Schedule of Fees and Charges as they apply to all Accounts. We shall debit such charges from any Account you own (except an IRA Account), if there are insufficient funds available, the charges are payable on demand, and for checking Accounts, will be treated as an overdraft.
13. Any payment made by us on your Account in good faith and in reliance on the terms and conditions of this Truth-in-Savings Disclosure and Agreement and signature card shall be valid and discharge us from liability.
14. The owner(s) of this account agree with each other and with the Credit Union that all funds and all accumulations thereon are subject to the withdrawal or receipt by any of the owners, and payment to any of them shall be valid and discharge the Credit Union from any liability for such payment.
15. We reserve the right to close any Account(s) discovered to be deliberately manipulated to the detriment of Camino Federal Credit Union and its membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of "float" to our detriment.
16. You agree that we will not be responsible to you for any damages you may incur in the event you deposit an item with us which is later returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by a prior endorser.
17. If we are served with a restraining order, garnishment, writ of execution or attachment, tax levy or other legal process with which we must by law comply, we will, to the extent permitted by law, notify you accordingly.
18. The Credit Union reserves the right to waive the enforcement of any of the provisions of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.
19. The owner(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness to examine the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

20. Statutory Lien: If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) (except IRA) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS

1. If there is more than one owner, all agree with each other and with us that all sums now paid in on shares or hereafter paid in on shares by any one or all Account owner(s) including all dividends thereon, if any, are and shall be owned by all Account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and regardless of their net contributions shall be subject to withdrawal or receipt by any of the Account owner(s) or the survivor(s) of any of the Account owner(s). Any such payment shall be valid and shall discharge the Credit Union from any liability.
2. We are not obligated to inquire as to the source of funds received for deposit to a joint Account or to inquire as to the proposed use of any sums withdrawn from the Account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares.
4. You understand that you are pledging any and all of the shares on deposit in the Account (except IRAs) as collateral security for any loans subject to then current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.

TERMS AND CONDITIONS APPLICABLE TO PAY-ON-DEATH (P.O.D) DESIGNATIONS

If you have made a pay-on-death (P.O.D) designation, all sums are payable on request to you during your lifetime and upon your death to your designated P.O.D. payee(s) or if the Account is jointly owned, to one or more Account owner(s), during their lives and on the death of all of them to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship.

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS

1. You affirm that you are the sole proprietor of the sole proprietorship named on the signature card or share certificate. We may accept and/or endorse checks made payable to you or the sole proprietorship named on the signature card which we receive for deposit. Funds received are subject to the Credit Union's policy on Delayed Availability of Deposited Funds.
2. You understand that you are pledging any or all of the shares on deposit in the Account as collateral security for any loan or loans subject to then current loan policies.
3. If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Account Agreement as well as the terms of the Checking Account Agreement.

TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION

1. The persons named on the signature card duly authorized to make certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by the constitution, bylaws or otherwise, any one (1) of the signatures, as named on the signature card, is authorized and empowered to transact business of any character whatsoever in connection with the Account. You certify that the signature(s) appearing on the signature card are the genuine signature(s) of said authorized person(s); and that your authority shall continue in force until written notice to the contrary is received by us.

2. You understand that you are pledging any or all of the shares on deposit in the Account as collateral security for any loan or loans subject to then current loan policies.
3. If a Checking Account is opened with us, you agree that the Account shall be governed by the terms of this Account Agreement as well as the terms of the Checking Account Agreement.

DISCLOSURE OF DELAYED AVAILABILITY OF DEPOSITED FUNDS

Our policy is to make funds from your cash and check deposits available to you not later than the first business day after we receive your deposit. Electronic direct deposits will be available on the effective date of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open,

Monday - Thursday 9:00 a.m. to 5:00 p.m.

Fridays 9:00 a.m. to 6:00 p.m.

we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

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 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. However, the first \$100 of your deposits will be available on the first business day after the day of deposit.

If we are not going to make all the funds from your deposit available on the first business day after your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (for example, at an ATM, or Night Drop), or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Deposits at Nonproprietary Automated Teller Machine (ATMs): Funds from any deposits (cash or checks) made at nonproprietary ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe the collectibility of a check you deposited is doubtful.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your Account six or more times in a six month period.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your

deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

OTHER METHODS OF HOLDS ON FUNDS

Holds on Other Funds (Check Cashing): If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Holds on Other Funds (Other Account): If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Payable Through Checks: In some instances we will treat checks as local or nonlocal based upon the location of the bank by which the check is payable, not on the routing number on the bottom of the check. For example, if a Credit Union check is payable by a Credit Union that is located in the same check processing region as our Credit Union, the check will be treated as a local check, even if the check is payable through a bank that is located outside of our check processing region as determined by the routing number on the check. If you have any questions about a specific check, please ask our Member Services Department.