

ACCOUNT AGREEMENT & TRUTH-IN- SAVINGS DISCLOSURE

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE EFFECTIVE DATE SHOWN BELOW.

Effective Date: January 1, 2011



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ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words "I," "me," "mine," "my," "we," "us," and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card or opening one or more account(s) with you. The words "you," "your," and "yours" mean L.A. FINANCIAL CREDIT UNION (Legally known as L.A. Financial Federal Credit Union).

I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.

I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my Debit Card, ATM Card, ATM or Home Banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a Trust Account), I understand that any transaction completed by such person shall be considered authorized by me.

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 me: When I open an account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.

Please see separate Privacy Policy Notice for Privacy Policy.

I. PAYMENT OF DIVIDENDS

DIVIDEND RATES: The frequency and conditions upon which dividends are paid on all dividend bearing accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all dividend bearing accounts, except term share (certificate) accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the enclosed Savings and Investment Dividend Rate Sheet (Rate Sheet), which is incorporated by this reference.

For all dividend bearing accounts, dividends will be compounded monthly and will be credited monthly. For such accounts the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is January 31. Dividends on term share (certificate) accounts are compounded and will be credited as set forth in my term share (certificate) Account Agreement and Disclosure, when issued.

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

BALANCE COMPUTATION METHOD: Dividends on dividend bearing accounts are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

REGULATION "D" RESTRICTIONS: During any month, I may not make more than six withdrawals or transfers from my Savings Account(s) to another Credit Union account of mine or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction (such as anytimeBanking, anytimeBillpay Service or Touch Teller) or by check, draft, debit card, or similar order. If I exceed the transfer limitations set forth above in any calendar month, the excess transfer requests may be refused or reversed, a NSF Paid (NSF/Uncollected Funds Paid Item) fee or NSF Ret. (NSF/Uncollected Funds Returned Item) fee may be imposed, and my Account will be subject to closure by you.

However, I may make an unlimited number of withdrawals from or transfers among my own Savings Account(s) by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings Account(s) through the Credit Union's TouchTeller Phone Banking System, anytimeBanking Home Banking System, or by telephoning a Credit Union Representative if I request a check payable to me.

II. TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

1. I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If I fail to complete the purchase of one (1) share within sixty (60) days of my admission to membership, or within sixty (60) days from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within sixty (60) days of the reduction, I may be terminated from membership at the end of a dividend period.
2. For any account established by a minor, the Credit Union reserves the right to require the minor account to be a joint or multiple party account with an owner who is at least 18 years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft, or unpaid charges. Unless a guardian is an account holder, the guardian shall not have any right to access the account.
3. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204.

4. Your delay in enforcing any of the terms and conditions of this Agreement and disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
5. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
6. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written, or electronic instructions.
7. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
8. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
9. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
10. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
11. You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if: 1) you suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item within sixty (60) days after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
12. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums of deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.
13. You reserve the right to close any account(s) discovered to be deliberately manipulated to your detriment and/or your membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
14. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and/or the Account Signature Card shall be valid and discharge you from liability.
15. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.
16. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts.
17. I understand and agree that Individual, Joint, Trust and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
18. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card, Membership Invitation or other document(s) evidencing such account(s). A different form of ownership may be

established by executing a new or additional Signature Card(s). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

19. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to L.A. Financial Federal Credit Union, P.O. Box 6015, Pasadena, CA 91102-6015. In the event that I fail to do this, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed in accordance with your Bylaws and as set forth in the Schedule of Fees and Charges.
20. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
21. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details in this pamphlet Section III and Section IV.
22. You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and the fee charged.
22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by me or a prior endorser.
23. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
24. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
25. All accounts are subject to your Schedule of Fees and Charges, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be deleted from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
26. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state after a period of three (3) years since the last time I:
 - a. Increased or decreased the amount of funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
 - b. Corresponded in writing or electronically with you concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state.

To recover funds turned over to the state, I must file a claim with the state.
27. You reserve the right to require that withdrawals made from my deposit accounts be made in minimum amounts as established from time to time by Board policy.
28. You may, but are not obligated to, transfer funds from my savings accounts or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days" and the request meets your minimum withdrawal requirements. If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.

29. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
30. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree to pay applicable fees as listed in your Schedule of Fees and Charges for those copies.
31. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to my account that you reasonably believe is valid. You may charge a Legal Documents Processing - Tax Levies fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.
32. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim for Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check.
33. I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
34. You are not responsible for any loss or damage which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
35. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will ask you for the brochure entitled "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)."
36. In the event that a negative balance is created in my deposit account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which I am an owner or a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as social security and other public benefits (such as social security and other public benefit funds) deposited to my account.
37. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
38. Member accounts in this Credit Union are federally-insured by the National Credit Union Share Insurance Fund.
39. An action or proceeding by me to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.
40. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
41. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
42. You and I agree to attempt to informally settle any problems which might occur. If that cannot be done, you and I agree that a judge will hear our claims without a jury.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
3. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be non-members.

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

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

- If I have made a Pay-on-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s). If the account is jointly owned, to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of use and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
- A Pay-on-Death designation cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS:

- If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
- You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
- I acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "Application for Membership and Agreement for Credit Union Account in the Name of Trustee(s)."
- Living trust accounts are not subject to Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO UNIFORM TRANSFER TO MINORS' ACCOUNTS:

- The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
- I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.
- For any account established by a minor, the Credit Union reserves the right to require the minor account to be a joint or multiple party account with an owner who is at least 18 years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft, or unpaid charges. Unless a guardian is an account holder, the guardian shall not have any right to access the account.
- The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
- Custodial accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

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

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS:

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

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

- The person(s) named on the Account Signature Card, duly authorized to make the 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 me by the constitution, bylaws, or otherwise, any one (1) of the signatures, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Account Signature Card is the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
- Corporate, partnership, and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO PRIMARY SAVINGS AND YOUTH PRIMARY SAVINGS ACCOUNTS:

- A minimum balance as disclosed on the Savings and Investment Dividend Rate Sheet is required to open a Primary Savings and Youth Primary Savings Account.
- I must maintain a minimum average daily balance as disclosed on the Savings and Investment Dividend Rate sheet in my account to obtain the disclosed Annual Percentage Yield (APY).
- I must be under the age of 18 to open a Youth Primary Savings Account. Upon reaching 18 the account will be converted to a Primary Savings Account.

TERMS AND CONDITIONS APPLICABLE TO ALL SECONDARY SAVINGS ACCOUNTS:

- A minimum balance as disclosed on the Savings and Investment Dividend Rate Sheet is required to open Secondary Savings Accounts.
- No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
- No minimum balance requirements apply to these accounts in order to obtain the disclosed Annual Percentage Yield (APY).
- I may not pledge any or all of the funds on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO ALL VISA SAVINGS ACCOUNTS:

- A minimum balance as disclosed on the Savings and Investment Dividend Rate Sheet is required to open VISA Savings Accounts.
- No minimum balance requirements apply to these accounts in order to avoid the imposition of a monthly service fee.
- No minimum balance requirements apply to these accounts in order to obtain the disclosed Annual Percentage Yield (APY).
- Funds on deposit in the account will be security for VISA Credit Line.

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET SAVINGS ACCOUNTS:

- The minimum balance required to open these accounts are disclosed on the Savings and Investment Dividend Rate Sheet.
- The Dividend Rate and Annual Percentage Yield (APY) on these Accounts are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s). When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Rate Sheet will show current Rates, APYs, and tiers.
- I may request an unlimited number of checks or drafts payable to me.
- I may not pledge any of the funds on deposit in the account(s) as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

- You may, at your discretion, but are not obligated to nor shall you be liable for refusal to pay funds from this account:
 - When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
 - If drawn by means not authorized in advance by you.
 - Against checks presented over six (6) months past their dates.
- You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association, or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient available funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss, or damage to me of any kind.
- If you have made good faith payment to a holder, you may charge my account according to:
 - The original terms of my check; or
 - The terms of my completed check unless you have notice that any such completion is improper.

4. I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date, and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend, and hold you harmless for all claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.

I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.

5. Death, dissolution, or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
- Any holder in due course on the check against the drawer or maker;
 - The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. You may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
8. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft, or other debit on my account, your determination of whether sufficient available funds exist in my account may be made at anytime between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
9. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
10. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
11. I may authorize all checks from my checking account(s) to be cleared pursuant to a written "Automatic Overdraft Protection Request" which I must execute. If overdrafts are to be covered by a transfer of funds from my savings account(s), Checking or Loan Account, such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. Overdraft transfers will be made in increments of \$100. I agree that overdrafts, if paid in excess of funds in any savings account or available from any loan account, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees. An Overdraft Transfer Fee will be assessed for each overdraft as set forth in your Schedule of Fees and Charges. See additional disclosure below regarding Courtesy Pay service.
12. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
13. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners, except IRA accounts).
14. I may not pledge any or all of the funds on deposit in this account as security for any loan(s).
15. If this is an ORGANIZATION account (i.e., corporate, partnership, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
16. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
17. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.

18. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in your Schedule of Fees and Charges. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.

19. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period.

TERMS AND CONDITIONS OF COURTESY PAY:

An insufficient balance can result from several events, such as (1) the payment of checks, ATM, debit cards, electronic funds, transfers or other withdrawal requests; (2) payments authorized by me; items which, according to the Credit Union Funds Availability Policy, are treated as not yet available or finally paid. You are not obligated to pay any item presented for payment if my account does not contain sufficient funds. Courtesy Pay is not available for ATM or everyday VISA Debit Card transactions unless I opt-in.

However if I maintain my account in good standing for at least (6) months, you may approve my overdrafts within my current available Courtesy Pay limit (up to \$300) as a non-contractual courtesy. My account is in good standing if I (1) maintain the minimum required \$5 in my Primary Saving Account; (2) have no negative balances in my savings or checking account (s); (3) demonstrate responsible account management-such as making a regular deposits to bring my account to a positive end-of-day balance; (4) avoid excessive overdrafts suggesting the use of Courtesy Pay as a continuing live of credit; (5) there are no legal orders, levies or liens against my account; (6) loans are not delinquent or in default; and (7) I have not caused a prior loss to the Credit Union.

If you choose to pay an overdraft, I will be subject to a NSF-PAID (NSF/Uncollected Funds Paid Item) fee. In that event I understand and agree that I am obligated to reimburse you "on demand" and I am required to immediately deposit sufficient good funds equal to no greater than the amount of the discretionary courtesy overdraft extended (check amount and any fees) within 30 days from the date of overdraft. I agree that you have the right to transfer available funds from my other accounts I may have with you to cover the overdrawn check transfer, or withdrawal request and pay the NSF-PAID fee.

In addition, based upon your review of my account management, if you determine I may be using the Courtesy Pay service as a regular line of credit by creating excessive overdrafts, you may suspend the privilege without any prior notice. Please be aware that due to random clearing, item payment may create multiple overdrafts during a single banking day for which I will be charged your NSF-PAID fee as stated in your Schedule of Fees and Charges for each overdraft payment.

You may refuse to pay an overdraft for me at any time even though you may have previously paid overdrafts for me. I will be charged a NSF-RET (NSF/Uncollected Funds Returned Item) fee as stated in your Schedule of Fees and Charges for each item returned. I will be notified by mail of any non-sufficient funds items paid or returned that I may have; however you have no obligation to notify me before you pay or return any item. The amount of any overdraft plus your NSF-PAID fee and/or a NSF-RET fee that I owe you shall be due and payable upon demand. If there is an overdraft paid by you on an account with more than one owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus your NSF-PAID fee.

Courtesy Pay should not be viewed as an encouragement to overdraw my account. As always, you encourage me to manage my finances responsibly. If I would like to opt out this service, please call 1-800-894-1200 for an account authorization form to opt out.

TERMS AND CONDITIONS APPLICABLE TO FREE CHECKING ACCOUNT:

- The minimum balance required to open a Free Checking Account is disclosed on the Savings and Investment Dividend Rate Sheet.
- This account shall not earn dividends.

TERMS AND CONDITIONS APPLICABLE TO VALUE CHECKING ACCOUNT:

- The minimum balance required to open a Value Checking Account is disclosed on the Savings and Investment Dividend Rate Sheet.
- This account shall not earn dividends.

TERMS AND CONDITIONS APPLICABLE TO PREMIUM CHECKING ACCOUNT:

- The minimum balance required to open a Premium Checking Account is disclosed on the Savings and Investment Dividend Rate Sheet.
- The Dividend Rate and Annual Percentage Yield (APY) on this Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s). When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Savings and Investment Dividend Rate Sheet will show current Rates, APYs, and tiers.

TERMS AND CONDITIONS APPLICABLE TO PREMIUM CHECKING PLUS ACCOUNT:

- The minimum balance required to open a Premium Checking Plus Account is disclosed on the Savings and Investment Dividend Rate Sheet.
- The Dividend Rate and Annual Percentage Yield (APY) on this Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tier(s).

When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Savings and Investment Dividend Rate Sheet will show current Rates, APYs, and tiers.

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS:

A Term Share (Certificate) Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Term Share (Certificate) Account Agreement and Disclosure which will be provided to me in accordance with applicable law.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL RETIREMENT ACCOUNTS (IRA):

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my IRA Agreement and Disclosure, which will be provided to me in accordance with applicable law.
2. I may not pledge any of the funds on deposit in the account as security for any loan(s).
3. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
4. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a. Increased or decreased principal;
 - b. Accepted payment of principal or income (dividends);
 - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS DESIGNATED AS IRAs:

1. The terms and conditions set forth in my Term Share (Certificate) Account Agreement and Disclosure are incorporated by this reference.

TERMS AND CONDITIONS APPLICABLE TO SAVINGS/MONEY MARKET ACCOUNTS DESIGNATED AS IRAs:

1. The minimum balance required to open these accounts, to avoid the imposition of a monthly service charge, and to obtain the disclosed Annual Percentage Yield (APY) is as disclosed on the Savings and Investment Dividend Rate Sheet. Additional deposits are permitted to contributory IRAs only.

III. MY ABILITY TO WITHDRAW FUNDS

Your policy is to make funds from my cash and check deposits available to me on the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before end of business on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after end of business or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

Longer Delays May Apply

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second business day after the day of my deposit. However the first \$100 of my deposits will be available on the first business day.

If you are not going to make all of the funds from my deposit available on the first business day, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the day after you receive my deposit.

If I will need the funds from a deposit right away, I should ask you when the funds will be available.

In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the seventh business day after the day of my deposit.

Special Rules for New Accounts

If I am a new customer, the following special rules will apply during the first 30 days my account is open.

Funds from electronic direct deposits to my account will be available on the day I receive 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 after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to

use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second business day after the day of my deposit.

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

Deposits at Automated Teller Machines that you do not own or operate

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate will not be available until the fifth business day after the day of my deposit. This rule does not apply at ATMs that you own or operate. All ATMs that you own or operate are identified as your machines.

Deposits at Shared Branch locations and Automated Teller Machines that you own or operate

Your policy is to delay the availability of funds from my cash and check deposits made at Shared Branch locations and at ATM's that you own or operate. During the delay, I may not withdraw the funds in cash and you will not use the funds to pay checks that I have written.

Determining the Availability Of A Deposit

The length of the delay is counted in business days from the day of my deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If I make a deposit before 11:00 a.m. PST on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 11:00 a.m. PST or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

The length of the delay varies depending on the type of deposit and is explained below.

Next-Day Availability

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

- U.S. Treasury checks that are payable to me.
- Checks drawn on LA Financial Credit Union.

Other Check Deposits

The first \$100 from a deposit of all other checks will be available on the first business day after the day of my deposit. The remaining funds will be available on the second business day after the day of my deposit.

Longer Delays May Apply

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

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the seventh business day after the day of my deposit.

Special Rules For New Accounts

If I am a new customer, the following special rules will apply during the first 30 days my account is open.

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 after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second business day after the day of my deposit.

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

IV. SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

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

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

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

V. IMPORTANT INFORMATION REGARDING E-MAIL

If I choose to contact you via e-mail, please keep in mind that my e-mail address and any other information my e-mail header shows about me, (e.g. name or organization), will be revealed to you in the e-mail. You pledge, however, that when I communicate with you via e-mail, you will use my e-mail information only for the specific purpose or responding to my comments or questions. Please do not send confidential information using e-mail as it is not a secure method of communication. My e-mail address will not be sold or shared with others outside the Credit Union unless you are compelled to do so by law.