



Account Disclosures & Agreements

**relating to deposit accounts,
funds availability, other services, and
electronic fund transfers agreement**

**Inland Valley Federal Credit Union
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INTRODUCTION

This brochure contains the rules which govern your account(s) with us. If you sign the Membership application and agreement or continue to have an account with us, you agree to these rules, our bylaws, and any bylaws amendment. In this brochure, the words “you”, “your”, “depositor”, and “accontholder” mean each and every owner of, Authorized Signer on, and drawer of any item on, the account. The terms “IVFCU”, “credit union”, “we”, “our”, and “us” mean the Inland Valley Federal Credit Union.

ACCOUNT DISCLOSURES AND AGREEMENTS

Inland Valley Federal Credit Union offers multiple lines of products and services to meet your specific financial needs. These Account Disclosures & Agreements relating to deposit accounts, funds availability, other services, and electronic fund transfers agreement are intended to summarize the rules, regulations, agreements, and disclosures applicable to the products and services you select.

AMENDMENT

The credit union may amend the Membership Application and Agreement, the account terms, and these Account Disclosures and Agreements, Schedule of Fees and Service Charges and any other documents or agreements related thereto at any time without notice unless notification is required by law then the credit union will notify you of any changes. The notice may be included with your periodic statement, if any. By not terminating the account, or by using any products or services relating to the account after the change, you agree to be bound by any such change.

GOVERNING LAW

All accounts, deposits, products, and services described herein, and the rights and obligations you and the credit union have, are governed by and interpreted according to federal law, and by the laws of the State of California to the extent not superseded by federal law. If any of the provisions of this disclosure or of any other documents or agreements between us in connection with an account or services are determined to be void or invalid by a court, the remainder of such document’s provisions shall remain in full force and effect.

MEMBER IDENTIFICATION REQUIREMENTS

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 or establishes a new member relationship with our credit union.

What this means for you: When you open an account, we will ask for your name, address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your unexpired driver’s license or other identifying documents. For a non-U.S. person, one or more of the following: a taxpayer identification number; passport number and country of issuance; unexpired alien identification card number issued by a U.S. governmental agency bearing a photograph or similar safeguard. For businesses, a principal place of business, local office, or other physical location, organizational status of the business (i.e., sole proprietorship, partnership, or corporation, etc), and a taxpayer and/or employer identification number.

Without limiting the foregoing, in compliance with federal law or applicable credit union policy, when you establish your account relationship with us or in connection with any transaction, you are required to provide us with information and documentation satisfactory to us in our discretion to identify yourself and other signers on the account which includes but is not limited to the requirements in the above paragraph.

GENDER, SINGULAR AND PLURAL

Any references in this disclosure to gender is all inclusive unless otherwise indicated by the context.

MEMBER LIABILITY

If you cause the credit union to incur any loss as the result of any action or inaction by you, including but not limited to, improper handling of your share accounts(s), ATM/Debit Card(s), loan account(s) or voluntary bankruptcy, credit union services and privileges may be denied you except for a primary share account.

TRUTH IN SAVINGS DISCLOSURE

General Disclosure Information about Inland Valley Federal Credit Union Accounts

COMMON FEATURES

PAR VALUE

The par value of a share in IVFCU is \$25. The dividend period of IVFCU is quarterly.

MEMBERSHIP ELIGIBILITY AND FEE

You must meet our field of membership (FOM) requirements and pay a one-time, non-refundable membership fee to become a member. Our member service representative will assist you with the FOM requirements, and you can refer to the schedule of fees for the membership fee.

RATE INFORMATION

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield may change monthly or at any time as determined by the credit union's board of directors. The dividend rates and annual percentage yields are the prospective rates and yields that the credit union anticipates paying for the applicable dividend period. You may refer to the Rate Schedule provided with this disclosure for each applicable annual percentage yield and dividend rate.

BALANCE COMPUTATION METHOD

We compute the balance in our share accounts to determine the dividends you will be paid by using the average daily balance method which applies a daily periodic rate to the balance in your account each day.

DIVIDEND COMPOUNDING AND CREDITING

The compounding and crediting of dividends and the dividend period applicable to each account are set forth in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. 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.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account, if deposited before the close of business. If you close your share or checking account before dividends are credited, you will not receive accrued dividends.

NATURE OF DIVIDENDS

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

BYLAW REQUIREMENTS

- A member who fails to complete payment of one share within 60 days of his admission to membership, or within 60 days from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 60 days of the reduction may be terminated from membership at the end of a dividend period.
- Shares may be transferred only from one member to another, by written instrument in such form as the credit union may prescribe.
- No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers.
- 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 primary or contingent liability to the credit union if he is delinquent as a borrower, or if borrowers for whom he is comaker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.
- The maximum amount of shares which may be held by one member shall be established from time to time by the board.

REQUIREMENT TO MAINTAIN A REGULAR SHARE SAVINGS ACCOUNT

You must open a regular savings account to open any subsequent accounts. You must maintain the regular savings account to avoid closure of that account and any subsequent accounts.

SHARE ACCOUNTS

RATE INFORMATION

Our regular share and sub accounts are tiered rate accounts on the Rate Schedule. All other shares such as Club accounts, checking accounts, and Individual Retirement Accounts (IRA) are fixed rate accounts. These rates and yields may change monthly/quarterly or at the credit union's board of directors' discretion. Share certificate account rates and yields are subject to change weekly or at the credit union's board of directors' discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded and paid quarterly for Regular and Sub-account Share accounts, Checking, IRA, and Share Certificates accounts, and monthly for Club and Flex certificate accounts.

REGULAR SHARE SAVINGS ACCOUNTS

MINIMUM BALANCE REQUIREMENTS

The minimum balance required to open a regular share savings account is \$25 which represents the purchase of one (1) share in the credit union. You must maintain a balance of \$25 and to avoid fees or closure. You must maintain a balance of \$50 in order to obtain the annual percentage yield stated on the rate schedule.

TRANSACTION LIMITATIONS

During any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized, automatic, or telephonic transfers or instruction. No more than three (3) of these six (6) transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed the transfer limitations set forth above in any statement period, the excess transfer requests may be refused or reversed, and your account will be subject to reclassification or closure, and a fee may be imposed on the excess transfer request. Withdrawal by credit corporate check are limited to 12 per calendar year with no fee. Credit union corporate check withdrawals in excess of 12 per calendar year are subject to the fee defined in the current fee schedule.

SHARE SAVINGS SUB ACCOUNT

MINIMUM BALANCE REQUIREMENTS

Before you can open a savings sub account, you must open a regular share savings account and meet the minimum balance requirement. There's no minimum balance required to open a share savings sub account. You must maintain a balance of \$50 in order to obtain the annual percentage yield stated on the rate schedule.

TRANSACTION LIMITATIONS

During any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized, automatic, or telephonic transfers or instruction. No more than three (3) of these six (6) transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed the transfer limitations set forth above in any statement period, the excess transfer requests may be refused or reversed, and your account will be subject to reclassification or closure, and a fee may be imposed on the excess transfer request.

CHRISTMAS CLUB ACCOUNT

MINIMUM BALANCE REQUIREMENTS

Before you can open a Christmas club account, you must open a regular share savings account and meet the minimum balance requirement. There's no minimum balance required to open a Christmas club savings account.

TRANSACTION LIMITATIONS

Your Christmas club account may be opened at any time. Funds will be disbursed to you on or about November 15. Withdrawals not between the November 1 and December 15 withdrawal grace period will be subject to a fee defined in the current fee schedule.

TAX CLUB ACCOUNT

MINIMUM BALANCE REQUIREMENTS

Before you can open a tax club account, you must open a regular share savings account and meet the minimum balance requirement. There's no minimum balance required to open a tax club savings account.

TRANSACTION LIMITATIONS

Your tax club account may be opened at any time. Funds will be disbursed to you on or about April 1. Withdrawals not between the March 15 and April 30 withdrawal grace period will be subject to a fee defined in the current fee schedule.

VACATION CLUB ACCOUNT

MINIMUM BALANCE REQUIREMENTS

Before you can open a vacation club account, you must open a regular share savings account and meet the minimum balance requirement. There's no minimum balance required to open a vacation club savings account.

TRANSACTION LIMITATIONS

Your vacation club account may be opened at any time. Funds will be disbursed to you on or about June 15. Withdrawals not between the June 1 and July 15 withdrawal grace period will be subject to a fee defined in the current fee schedule.

IRA ACCOUNTS

(EDUCATIONAL, ROTH, SEP & TRADITIONAL)

MINIMUM BALANCE REQUIREMENTS

Before you can open an IRA account, you must open a regular share savings account and meet the minimum balance requirement. There's no minimum balance required to open an IRA share account.

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 DRAFT ACCOUNTS

ATM ACCESS CHECKING

RATE INFORMATION

The ATM Access checking account is a fixed rate dividend earning account. Dividends are paid quarterly.

MINIMUM BALANCE REQUIREMENTS

There is no minimum balance requirements for this account. The account is not subject to monthly fees.

TRANSACTION LIMITATIONS

Transactions are limited to electronic funds transfers such as MasterCard Debit Card and ACH transactions. Six ATM withdrawals per calendar month are IVFCU fee-free, withdrawals in excess of 6 per calendar month are subject to the per transaction fee defined in the current fee schedule

NO-FEE CHECKING

RATE INFORMATION

The No Fee Checking Account is a non-dividend earning account.

MINIMUM BALANCE REQUIREMENTS

There is no minimum balance requirements for this account. The account is not subject to monthly fees.

TRANSACTION LIMITATIONS

Six ATM withdrawals per calendar month are IVFCU fee-free, withdrawals in excess of 6 per calendar month are subject to the per transaction fee defined in the current fee schedule

REGULAR CHECKING

RATE INFORMATION

Our regular checking account is a fixed rate dividend earning account. Dividends are paid quarterly.

MINIMUM BALANCE REQUIREMENTS

There is no minimum balance requirements for this account. You must maintain a minimum daily balance of \$1,000 to avoid the monthly service fee defined in the current fee schedule.

TRANSACTION LIMITATIONS

Six ATM withdrawals per calendar month are IVFCU fee-free, withdrawals in excess of 6 per calendar month are subject to the per transaction fee defined in the current fee schedule

SHARE CERTIFICATE ACCOUNTS

Inland Valley Federal Credit Union's Share Certificate Accounts let you deposit your money for a specified period of time. Our certificate accounts are Share Certificates, Flex Certificates, and IRA Certificates. The various maturity options offered by our share certificates are disclosed in the Schedule of Fees.

SHARE CERTIFICATE

RATE INFORMATION

Our share certificate accounts are designated as fixed rate accounts on the rate schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded and paid quarterly and will be credited quarterly and at maturity. For the share certificate accounts the dividend period is quarterly.

BALANCE COMPUTATION METHOD

We compute the balance in our share accounts to determine the dividends you will be paid by using the average daily balance method which applies a daily periodic rate to the balance in your account each day.

MINIMUM BALANCE REQUIREMENTS

The minimum balance required to open a share certificate account ranges from \$500 to \$1,000. You must maintain the specified minimum daily balance to obtain the annual percentage yield stated on the rate schedule. If the minimum daily balance falls below the specified amount, we will cancel the certificate and transfer any remaining balance to your regular share savings account, and you will earn the annual percentage yield corresponding to the rate schedule for the regular share savings account.

TRANSACTION LIMITATIONS

You may not make any deposits into or withdrawals from this account until the maturity date. See Early Withdrawal Penalty.

WITHDRAWAL OF DIVIDENDS PRIOR TO MATURITY

The annual percentage yield is based on the assumption that dividends will remain in the account until maturity. An early withdrawal will reduce earnings.

AUTOMATIC RENEWAL OF ACCOUNT

IVFCU share certificates do not renew automatically.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed will be the recalculation of dividends. Dividends will be computed certificate's current rate. Additionally, if the withdrawal reduces the certificate balance below the tiered rate bonus level. The certificate rate will be adjusted to reflect the removal of the bonus.

EXCEPTIONS TO PENALTIES

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death, incompetence, or permanent disability of any owner of the share certificate account, or is made pursuant to the Credit Union's by-laws, or
2. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

PLEDGING OF FUNDS

Share certificates may not be pledged, transferred, or assigned to any party other than the credit union unless otherwise permitted by law. The credit union reserves the right to offset this certificate except as otherwise precluded by law.

FLEX CERTIFICATES

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded and paid monthly and will be credited monthly.

BALANCE COMPUTATION METHOD

Dividends are paid monthly and calculated in three steps. First, the rate for each tier is determined by applying the margin for each tier to the Fed Funds average for the month. Second, the average daily balance of the Flex certificate is determined. Last, the appropriate rate is paid on each tiered average daily balance amount. Refer to the attached Flex Certificate FAQ sheet for more information on Flex Certificates.

MINIMUM BALANCE REQUIREMENTS

The minimum balance required to open a Flex certificate account is \$1,000. You must maintain a average daily balance of \$1,000 to obtain the annual percentage yield stated on the rate schedule. If the average daily balance falls below \$1,000 in a calendar month, you will not earn dividends for that month.

TRANSACTION LIMITATIONS

You may make one (1) withdrawal with no fee per month. Withdrawals exceeding one (1) per month will be assessed a penalty of 30 days interest on the withdrawal amount. The minimum penalty is \$5.00 on any single withdrawal.

IRA CERTIFICATES**(EDUCATIONAL, ROTH, SEP & TRADITIONAL)****DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded and paid quarterly and will be credited quarterly and at maturity. For the IRA certificate accounts the dividend period is quarterly.

BALANCE COMPUTATION METHOD

We compute the balance in our share accounts to determine the dividends you will be paid by using the average daily balance method which applies a daily periodic rate to the balance in your account each day.

MINIMUM BALANCE REQUIREMENTS

The minimum balance required to open an IRA certificate account is \$500. You must maintain a minimum daily balance of \$500 to obtain the annual percentage yield stated on the rate schedule. If the minimum daily balance falls below \$500, we will cancel the certificate and transfer any remaining balance to your regular IRA share account, and you will earn the annual percentage yield corresponding to the rate schedule for the regular IRA share account.

TRANSACTION LIMITATIONS

You may not make any deposits into or withdrawals from this account until the maturity date. See Early Withdrawal Penalty under Share Certificate section.

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.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive 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 before 2 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2 pm 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 the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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, 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.

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

ATMs

If you make a deposit at an ATM we own or operate, your deposit will generally be available on the fifth business day after the banking day of deposit. The first \$100 of the deposit will be made available the next business day after the banking day of deposit. Generally, if you make a deposit before 3:00 p.m. local time at an ATM in the Pacific, Mountain, Central, or Eastern time zones on a business day that we are open, we will consider that day to be the day of your deposit. Deposits received after these times, or on a non-business day or a day we are not open, will be considered received on the next business day we are open. Go to www.co-opnetwork.org for a list of ATMs where you can make deposits. **ATMs that “we own or operate” means ATMs located at 9389 Cherry Ave. Fontana, CA 92335 and within the CO-OP Network.**

MAIL
Funds from deposits received by mail will be generally available no later than the next business day after the business day the deposit is deemed received.

Notwithstanding the above, we may place or extend a hold on your deposit as described in Longer Delays May Apply and Special Rules for New Accounts, even if you are not notified at the time of your deposit that a hold is being placed, or if we have expressly told you we are not placing a hold at the time of the deposit.

HOLDS ON OTHER FUNDS (EXISTING AND NEW MEMBERS)

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be held as if you had deposited the items subject to our hold policies.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, 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 day we 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 your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you 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 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 7th business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This section describes rights you have when you receive substitute checks from us. These rights do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

By federal law, the substitute check is the legal equivalent of the original for any purpose. You should retain substitute checks in the same manner as original checks.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (e.g., bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 909.822.1810. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: account number, check number, dollar amount, and date posted.

ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURES

By signing the Membership application and agreement or by using an account provided by the credit union, you agree to be bound by the terms and conditions of this agreement and disclosure; and you request and authorize the credit union to deposit, withdraw, and transfer funds to and from your accounts pursuant to electronic, telephone, or automated instructions from you, including but not limited to electronic transactions initiated by use of a check ("check electronification"), by use of our online banking service, or automated teller machine (ATM), and to issue you Personal Identification Number (PINs) for use in making such deposits, withdrawals, and transfers and in opening new accounts under the Membership application and agreement. If the member, when opening an account or thereafter, requests automated clearing house (ACH) or other automatic payment service with the member's account, such request shall authorize the credit union to withdraw sums from the member's account as the member requests by telephonic, electronic, oral, or automatic instruction as permitted for such service from time to time and to pay the withdrawn sums as the member may designate, provided that authorization must be given in form satisfactory to the credit union. In this agreement, the words "you", "your", "member", and "account holder" mean each and every owner of, authorized signer on, and drawer of any item on, the account. The terms "IVFCU", "credit union", "we", "our", and "us" mean the Inland Valley Federal Credit Union.

GENERAL TERMS

PERSONAL IDENTIFICATION NUMBER (PIN)

The ATM/Debit Card PIN issued to you are for security purposes. These numbers are confidential and should not be disclosed to third parties or recorded on your card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM/Debit Card PIN available to anyone not authorized to sign on your account(s). You agree that you will not keep your PIN with your card at any time. If you forget your PIN, contact the credit union, and we will order a new one for you at the fee disclosed in the schedule of fees.

The credit union will issue you an Access code/PIN that must be used when accessing CU-Online.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

TERMINAL TRANSACTIONS

You will normally be provided with a receipt at the time you make any transaction to or from your account at our ATM's located at 9389 Cherry Ave. Fontana, CA 92334 or any ATM within the CO-OP network, although many ATMs now offer members the option to select not to get a receipt. If a receipt is not available, you should be notified prior to completing the transaction and should be given the option to cancel at that time.

CHECK ELECTRONIFICATION TRANSACTIONS

The check you use for a Point of Purchase (POP) or other transaction should be blank and not previously voided or negotiated or used in any prior POP transaction. After it is scanned, the merchant should mark it void and return it to you. You should sign and receive a copy of your authorization along with information relating to the merchant and transaction. Merchants who may initiate a Re-represented Check (RCK) transaction must provide notice to you, before accepting your check, that your returned check may be collected electronically if

the check is returned as insufficient or uncollected funds. POP, RCK, or other check electronification transactions will be in your statement. The original checks relating to POP, RCK, or other check electronification transactions will not be returned with your statement. The merchant should retain the original check relating to an RCK entry for ninety (90) calendar days the merchant may destroy the original check, but should still retain a copy. You may request the original or copy relating to a RCK entry directly from the merchant or through us.

OTHER TRANSACTIONS

The merchant is required to provide you with a receipt at the time you make any POS purchase with your IVFCU MasterCard Debit card.

PERIODIC STATEMENTS

You will receive a monthly statement unless there are no transfers in a particular month. In any case, you will receive the statement at least quarterly.

LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSFERS

If you believe that an electronic fund transfer has been made without your permission using information from your check, tell us **AT ONCE**. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your check to perform an unauthorized transaction. If you do not tell us within two (2) business days after you learn of the unauthorized transaction and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$500. The two (2) business day rule starts at 12:01 am on the business day after you discover the unauthorized transaction and ends at 11:59 pm on the second business day.

Also if your statement shows transfers that you did not make, including those made by MasterCard Debit Card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

BUSINESS DAYS

Everyday is a business day except Saturday, Sundays and federal holidays.

MASTERCARD DEBIT CARD ZERO (\$0.00) LIABILITY

You will not be liable for the unauthorized use of your MasterCard™ Debit card for purchases if:

1. You exercised reasonable care in safeguarding your card from risk of loss or theft;
2. You have not reported two or more incidents of unauthorized use of your card in the immediately preceding 12 months; and
3. Your account is in good standing at the time the unauthorized transaction is posted to your account and when you make your claim.

This feature is in addition to any protections afforded to you under applicable law.

The term “unauthorized use” means the use of our card by a person other than yourself who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. For this purpose, the term “good standing” means that your account is open and not overdrawn, and there has been no fraud by the accountholder, or breach of any agreement with us. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you.

CONTACT IN EVENT OF LOST, STOLEN, OR UNAUTHORIZED TRANSFERS

If you believe your Debit card or PIN/Access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, during business hours call us at 909.822.1810, during the weekend and non-business hours call us at 800.754.4128, or write us at IVFCU 9389 Cherry Ave. Fontana, CA 92335 and e-mail us at info@inlandvalleyfcu.com.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If you are attempting to draw against deposit or checks, drafts or other non-cash items that have not yet been collected. Generally, a check is collected when we present it to the financial institution it is drawn on and that financial institution pays us its value.
4. If the automated teller machine where you are making the transfer does not have enough cash.
5. If the terminal or system was not working properly and you knew about the inoperative condition when you started the transfer.
6. If circumstances beyond our control (such as fire, flood, power failure, etc.) prevent the transfer, despite reasonable precautions we have taken
7. If the funds in the account have been attached or otherwise proceeded against as a result to a legal proceeding or some other encumbrance restricting a transaction.
8. Your MasterCard™ Debit card has expired; is damaged so that the terminal cannot read the encoding strip; is inactive.
9. Your MasterCard™ Debit card has been reported lost or stolen and we have blocked the account, etc.

There may be other exceptions stated in our agreement with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, call us at 909.822.1810, during the weekends and non-business hours call us at (877) 850-9606 or write us at IVFCU 9389 Cherry Ave. Fontana, CA 92335 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about (including the date), and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we determine there was an error, we will send you a written explanation. If we decide that there was no error, we will debit your account for any amounts credited while we conducted our investigation, unless we are prohibited by law from doing so. You may ask for copies of the documents that we used in our investigation.

DEPOSITS AT AUTOMATED TELLER MACHINES

If you make a deposit at an ATM owned and operated by us before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 p.m. or on a day that we are not open, we will consider that the transaction was made on the next business day we are open.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In the event we close your account due to a deficit balance or excessive overdrafts, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

AMENDMENTS & NOTICES

We may amend any term of this agreement at any time upon reasonable notice to you by posting notice of the charges in our building, enclosing notice in a statement for this amount, or mailing notice to you. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We will mail notice to you at least twenty one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

TERMINATION

You agree that we may terminate this Agreement and your use of the Debit Card, if:

1. You or any authorized user of your Debit Card, Access code, PIN, or account breach this or any other agreement with the credit union;
2. We have reason to believe that there has been, or might be, an unauthorized use of your Debit Card, Access code, PIN or account;
3. For abusive use of the Debit card resulting in excessive overdraft activity; or
4. You or any authorized user of your Debit Card, Access code, PIN, or account request that we do so. You may elect to cancel at any time by surrendering and returning the card. Cancellation by you shall not become effective until the card is actually received by the credit union.

You acknowledge that the Debit card has been issued by the credit union and remains our property and may be revoked or cancelled at any time without prior notice to you. You agree to surrender immediately the card to the credit union upon demand.

CHARGES

All charges related to our electronic fund transactions are disclosed in the attached schedule of fees.

CURRENT ADDRESS

You agree to keep the credit union informed of your current address as required by the credit union bylaws.

WAIVER OF THESE TERMS

The credit union may elect to waive any of these provisions, but any such waiver will only apply on that occasion. We may elect to delay enforcement of any of our rights without losing them.

SEVERABILITY

If any provisions of this agreement and disclosure in connection with an account or services are determined to be void or invalid by a court, the remainder of such document's provisions shall remain in full force and effect.

JOINT AND SEVERAL LIABILITY

Each account holder and/or signer on a multiple party account will be jointly and severally liable, including without limit, for any item(s)/transaction(s) presented for payment against the account or obligation secured by the account whether or not the account holder wrote the item(s), authorized the transaction(s) or agreed to the obligation in question, and/or benefited from the proceeds of the transaction(s), items(s) or obligation and regardless of any pro-rata ownership interest of an account holder in the proceeds or the account.

OTHER AGREEMENTS

This agreement and disclosure does not alter or amend any of the terms or conditions of any other agreement you may have with us unless specified in the agreement.

OVERDRAFTS

You promise to pay the upon demand for any negative (overdraft) balance arising in your account, unless you have overdraft protection. If you do not have overdraft protection. The credit union may deduct the amount of any overdraft on your account from any other account you have with the credit union as permitted by law.

UNLAWFUL USE

You warrant and agree that you will not use credit union accounts or services, including but not limited MasterCard™ Debit Cards to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the credit union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the credit union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

TYPES OF AVAILABLE SERVICES AND TERMS

ACH SERVICES

DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every sixty (60) calendar days from the same person or company, you can call us at 909.822.1810 to find out whether or not your deposit has been received.

STOP PAYMENT RIGHTS

If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call (909) 822-1810 or Write us at IVFCU 9389 Cherry Ave. Fontana, CA 92335 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to the schedule of fees for the stop payment order fee.

NOTICE OF VARYING AMOUNTS

If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER

If you order us to stop one of these **PREAUTHORIZED** payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

STOP PAYMENT ON CHECK ELECTRONIFICATION TRANSACTIONS

You may stop electronic transactions initiated by use of a check (including POP, RCK and other electronification transactions) by calling or writing us at 909.822.1810; IVFCU 9389 Cherry Ave. Fontana, CA 92335. However, you must do so in time for us to have a reasonable opportunity to act on the stop payment order before acting on the electronic transaction. Refer to the schedule of fees for the stop payment order fee.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills and any applicable fees. When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic funds transfer from your account. In certain circumstances such as for technical or processing reasons, we may process your payment as a check transaction. You authorize us to collect a fee as defined by the current fee schedule through an electronic fund transfer from your account if your payment is returned unpaid. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. **In addition to this feature, all other deposit and withdrawal transactions can be performed through an ACH transaction where permissible.**

MASTERCARD™ SERVICES

MASTERCARD™ DEBIT CARD TRANSACTIONS

You may access your account(s) by MasterCard™ Debit Card and PIN to:

- Withdraw cash from your accounts at ATMs, merchants, or financial institutions that accept MasterCard™. You may not withdraw any more than \$300.00 per 24-hour period on your MasterCard™ Debit Card. In some instances, financial institutions which participate in networks of which the credit union is a member may have more restrictive withdrawal limits than the above amount. In those instances, you may not be able to withdraw more than the cash limit of that particular financial institution or ATM.
- Make purchases using your PIN at merchants that accept MasterCard™. Your purchases may not exceed your available balance less any outstanding debits and/or uncleared items. In some instances, merchants which participate in networks of which the credit union is a member may have more restrictive purchasing limits than the above amount. In those instances, you may not be able to purchase more than the purchase limit of that particular merchant.
- Make deposits to your accounts at the credit union.
- Transfer funds between your accounts at the credit union.
- Inquire on your account balances tied to your card.

Some of these services may not be available at all terminals. Your ability to perform the transactions above depends on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may

not perform or permit all of the above transactions. For example, you may not make deposits, payments and/or transfer funds between accounts at cash dispense only ATMs or at ATMs not owned or operated by IVFCU. Transactions at ATMs not owned by IVFCU may be subject to a surcharge assessed by the terminal owner. A specific ATM or EFT network may not provide you with access to all of your accounts.

POINT OF SALE TRANSACTIONS

You may use your MasterCard™ Debit Card to purchase goods and services from merchants who have agreed to accept your card as means of payment.

- You may not exceed your available balance less any outstanding debits and/or uncleared items.

OTHER TRANSACTIONS

You may order goods and services by mail or telephone from places that accept MasterCard, and make automatic payments from your checking accounts to pay bills or other charges, providing that the person or organization agrees to accept payment by MasterCard.

Your ability to perform the above transactions may be limited in some instances.

CARD USAGE

By using the MasterCard™ Debit Card, the account number on the card, the PIN or any combination thereof, you requests and authorizes the credit union to deposit, withdraw, and transfer funds to and from your accounts pursuant to electronic, telephone, or automated instructions from you, including but not limited to electronic transactions initiated by use of a check ("check electronification"), by use of our online banking service, or automated teller machine (ATM).

MEMBER RESPONSIBILITY

You are responsible for all transactions you make with the MasterCard™ Debit Card or that you authorize another person to make with the card. If the account is a joint account, all transactions involving the account are binding on all account holders.

FOREIGN TRANSACTIONS

When you use your card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by MasterCard from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate MasterCard receives plus any adjustment that the issuer (IVFCU) determines. As a benefit to our members, IVFCU will not adjust this rate to protect our cardholders from additional fees that result from this exchange rate increase for currency conversion transactions. When you use your card in a transaction outside of the United States to make a purchase, obtain a cash advance, obtain a credit voucher, or reverse any of these transactions, MasterCard will charge a Multiple Currency Conversion Rate equal to one percent of the amount of the transaction (expressed as a positive number). This fees will be assessed to the issuer (IVFCU) and not against your account.

ATM FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using your MasterCard™ Debit Card at our ATM facilities located at 9389 Cherry Ave. Fontana, CA 92335 or any other ATM facility. For your own safety, be careful. The following suggestions may be helpful:

REGULATION J-FUNDS TRANSFERS

- Prepare your transactions at home to minimize your time at the ATM facility.
- Have your Mastercard Debit Card ready, to avoid searching through the contents of your purse or wallet at the ATM facility.
- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, retrieve your card and leave.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Protect the secrecy of your PIN. Protect your Mastercard Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Mastercard Debit Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your purse or wallet.
- Don't accept assistance from anyone you don't know when using an ATM.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- If you lose your Mastercard Debit Card or if it is stolen, promptly notify us.

FEES

- We do not charge for deposits, inquiries or withdrawals at our ATM machines.
- We do not charge for Point of Sale (POS) transactions.
- Debit card replacement is \$10.00 per replacement.
- Personal Identification Number (PIN) replacements will be issued at \$10.00 per replacement.

ONLINE BANKING SERVICES

ONLINE TRANSACTIONS

IVFCU Online Banking services allows convenient access to your account information twenty-four (24) hours a day. Once enroll, you be able to perform the following transactions:

- Obtain account/loan balance information.
- Obtain clearance on specific checks.

RESTRICTIONS

No more than six (6) pre-authorized, automatic, or telephone transfers may be made from your savings account to another account at the credit union or to a third party in any calendar month, and no more than three (3) of these six (6) transfers may be made by check, draft, MasterCard™ 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.

DOMESTIC AND INTERNATIONAL FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Agreement is made by and between an account owner or an authorized signer of an account held at Inland Valley Federal Credit Union designated as "you" or "member" and Inland Federal Credit Union designated as "IVFCU".

Article 4A of the Uniform Commercial Code and Federal Reserve Regulation J cover the movement of funds by means of wire transfers, and automated clearinghouse (ACH) credits. The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Agreement contains several notices which we are required to provide to you as well as establishes other terms of agreement which will apply to all funds transfers which involve you and the credit union. Using the credit union to send or receive funds transfers shall constitute your acceptance of these terms of agreement. In addition, you must sign a wire transfer agreement before initiating any wire transfers at the credit union.

TERMS AND CONDITIONS

1. IVFCU agrees to honor and execute the member's request for a funds transfer based on the terms and conditions set forth in this Agreement and subject to applicable laws.
2. The Member may request a transfer of funds in-person or by telephone. Prior to honoring any funds transfer request, the member hereby agrees to comply with IVFCU policies and procedures governing the security of fund transfers. The security procedures may include callbacks to the member's telephone number(s) listed on their account. The member must have collected funds (comprised of a member initiated deposit of cash, official check or similar instrument) in an account at IVFCU and be an account owner or authorized signer on said account, before requesting the funds transfer. IVFCU inability to execute a funds transfer, due to insufficient collected funds or being unable to verify the authenticity of the member's request, will be communicated to the member by telephone or regular mail.
3. Member agrees that a funds transfer will be executed according to the member's instructions, as long as they are in conformance with Federal Reserve Regulation J, UCC 4A and all related security procedures established by IVFCU. Member further agrees that if the member provides IVFCU with a funds transfer request which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary financial institution on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that the member will be responsible to IVFCU if the funds transfer is completed on the basis of the identification number that was provided. If the Member gives IVFCU a funds transfer which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as proper identification even if it identifies a different person at the named financial institution. Member further agrees that IVFCU has no duty and is under no liability to detect any inconsistency between the beneficiary's account number and the name on the account. This means that the member will be responsible for any loss or expense incurred by a beneficiary financial institution, which executes or attempts to execute the funds transfer in reliance of the identifying number the member provided.
4. IVFCU may establish or change cut-off times for the receipt and processing of funds transfers, amendments or cancellations. Unless other times are posted for various types of funds transfers, the cut-off-time will be at 11:30 a.m. Pacific Time Monday through Friday which is not a Federal Reserve Bank holiday. Funds transfers, cancellations, or amendments received after the applicable cut-off-time may be treated as having been received on the next business day and processed accordingly.

5. IVFCU will charge a fee for outgoing wire transfers initiated by a member as disclosed in the schedule of fees.

FEDERAL RESERVE FUNDS TRANSFER NOTICE

In connection with the member's use of this service, IVFCU notifies the member of the following:

1. IVFCU may use FedWire when acting upon the member's request for funds transfer.
2. Any subsequent financial institution may use FedWire when carrying out the member's request.
3. The rights and obligations of the member and IVFCU in a funds transfer request, any part of which is carried out through the use of FedWire, are governed by Federal regulations including Regulation J and applicable Federal Reserve Operating Circulars.

RESPONSIBILITIES

1. Upon receipt of a funds transfer request from a member, IVFCU shall initiate the transfer of funds in a timely manner. In any event, the member recognizes that IVFCU cannot guarantee or otherwise control the length of time it takes for any transfer to reach its intended destination. The member authorizes IVFCU at its discretion to record electronically all telephone calls related to the processing of a funds transfer request. If a dispute should occur, IVFCU telephone recordings will be utilized to determine accuracy and appropriate action on a funds transfer request. The member agrees that payments made to beneficiaries of fund transfer payment orders are provisional until receipt of payment by the beneficiary's financial institution is effective and final.
2. IVFCU agrees to comply with any request for confirmation of a funds transfer via tracer of an executed transfer provided it is requested by the member and the member agrees to compensate IVFCU for any costs related to the performance of this service.
3. IVFCU shall at its discretion use reasonable efforts to act on a member's request for the cancellation or amendment of a funds transfer provided the request is received from the member before the transfer has been transmitted through Wescorp and the cancellation request complies with IVFCU's security procedures. IVFCU shall have no liability if such cancellation or amendment is not effected. Furthermore, the member agrees to indemnify and hold IVFCU harmless from any and all liabilities, costs and expenses that IVFCU may incur in attempting to cancel or amend the funds transfer.
4. IVFCU agrees to comply with the member's request for a refund of transferred funds provided IVFCU, upon final settlement, has been credited for a refund of such transferred funds. The amount refunded to the Member, if any, will not exceed the amount credited to IVFCU, less any charges incurred by IVFCU for the recall of a funds transfer and any losses due to any differences in foreign currency exchange rates between the time of the original transfer and the final return and credit to IVFCU. In no event shall the member be entitled to a refund in excess of the amount transferred, less IVFCU's charge for such transfer and any other charges IVFCU incurs in connection with the refund.
5. All fund transfers will be reflected on the member's periodic statement. If a member believes the posting of a wire transfer is wrong or needs additional information, then the Member must contact IVFCU in writing within 60 days after receipt of the periodic statement or funds transfer confirmation whichever is earlier. Failure to do so will relieve IVFCU of any obligation to pay dividends on or compensate the member for the amount of an unauthorized or erroneous funds transfer.
6. The member agrees that only account owners or authorized signers on the member's accounts will be able to initiate and/or verify requests for fund transfers. IVFCU may modify this agreement periodically to conform with applicable laws and maintain adequate security procedures.

LIABILITY

1. In consideration of IVFCU's honoring of any funds transfer request and transferring funds as provided in this agreement, the member agrees to indemnify IVFCU from and against all losses, liabilities and costs, including attorney's fees, and all expenses of every nature incurred or suffered by IVFCU by reason of IVFCU having accepted the request for a funds transfer and/or transferred funds as a result of such instruction.
2. We reserve the right to reject the member's funds transfer request; if there are insufficient funds in the Member's account, if the funds transfer is incomplete or unclear, if the authenticity of the request can not be verified, if collected funds are not available, or if IVFCU is unable to fulfill the funds transfer request for any regulatory or security reason. While IVFCU will handle the member's funds transfer request as expeditiously as possible, the member agrees that IVFCU will not be responsible for any delay, failure to execute or misexecution of the funds transfer request due to circumstances beyond our reasonable control, including without limitation, any inaccuracy, interruption or delay in transmission, failure in the means of transmission, whether caused by strike, power failure, equipment malfunctions, fluctuating exchange rates, foreign financial regulation, legal constraint, war, inclement weather, emergency situations, acts of terrorism, or acts or omissions of any intermediary or recipient financial institution. IVFCU makes no warranties express or implied with respect to any matter involving a funds transfer.
3. IVFCU shall not be liable for the insolvency, neglect, misconduct, mistake, act, omission or default of any other financial institution or third party, including any correspondent or intermediary financial institution. IVFCU assumes no liability or responsibility should the instruction(s) IVFCU transmit are not carried out by an intermediary financial institution even though IVFCU has taken the initiative in the selection of the intermediary financial institution. Such intermediary financial institution shall not be deemed to be IVFCU's agent. In no event shall IVFCU be liable for any consequential, special, punitive or indirect loss or damage which may be incurred by the member in connection with this Agreement and resulting from any acts or omissions of IVFCU.
4. The member agrees to compensate IVFCU for the performance of this funds transfer service in accordance with IVFCU's schedule of fees which may be changed at IVFCU's sole discretion.
5. The member is liable for any loss or damages resulting from a breach in this agreement or member's negligence which resulted in unauthorized, fraudulent, or dishonest acts by the member or any individual accessing the member's account to the member's detriment.
6. If IVFCU receives a funds transfer for the member's account, the member agrees that IVFCU is not obligated to provide the member with next day notice of receipt of the funds transfer. IVFCU will provide the member with the receipt of all fund transfers by including such items in the periodic account statement. The member may inquire between receipt of periodic statements whether or not a specific funds transfer has been received. All inquiries should be directed to IVFCU 9389 Cherry Ave. Fontana, CA 92335 or by phone at 909.822.1810.

PROVISIONAL ACH PAYMENTS

The credit union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You are hereby notified and agree, if the credit union does not receive such final settlement, that it is entitled to a refund

from you of the amount credited to you in connection with that ACH entry. This means that the credit union may provide you with access to ACH funds before the credit union actually receives the money. However, if the credit union does not receive the money, then the credit union may reverse the entry on your account and you would be liable to repay the credit union.

TAXPAYER INFORMATION

INFORMATION REPORTING

As a payer of interest on deposit accounts, we are required to report to the Internal Revenue Service (IRS) and appropriate state tax authorities interest earned on any account in the amount of \$10.00 or more, any interest penalties, and any withholding of federal income tax under the backup withholding rules. We report to these agencies under the first name listed on the account unless you instruct otherwise, using the Taxpayer Identification Number (TIN) you provided when you opened your account, unless you later provide us with an updated TIN.

TAXPAYER IDENTIFICATION NUMBER (TIN)

In order to open an account, we require that you provide us with a TIN, certified under penalty of perjury, or certification of foreign status. Proper completion of the Membership application and agreement or other form we provide to you requesting TIN certification using the TIN of the person or entity listed as the owner, fulfills the TIN certification requirement. For individuals, their TIN is the Social Security Number. For businesses and most other non-individuals, the TIN is the Employer Identification Number (EIN) (Refer to section below titled Privacy Act Notice for a description of the appropriate TIN to be used.) Individuals who are not U.S. citizens or residents, and foreign entities, must certify their foreign exempt status from time to time and, if requested by the credit union, provide proof of foreign residency in a form deemed acceptable by the credit union in its sole discretion.

BACKUP WITHHOLDING

Entities, such as IVFCU Federal Credit Union, making payments of interest after 1992 are required to withhold and pay to the IRS a certain percentage (currently 28% subject to change) of payments of interest under certain conditions. This is called “backup withholding”. Backup withholding is not an additional tax; any amount withheld is paid to the IRS and can be claimed as a credit on your federal income tax return. Interest payments you receive from us will be subject to backup withholding if:

1. You do not furnish us with your TIN, or
2. The IRS notifies us that you furnished an incorrect Tin, or
3. We are notified by the IRS that you are subject to backup withholding because you failed to report all your interest or dividends on your tax return, or
4. You fail to certify to us that you are not subject to backup withholding under (3) above, or
5. You fail to certify your TIN.

EXEMPT RECIPIENTS

Some of the payees specifically exempt from backup withholding on all payments are listed below:

- A corporation,

- An organization exempt from tax under Section 501(a), or an IRA or a custodial account under Section 403(b)(7),
- The United States or an agency or instrumentality thereof,
- A state, the District of Columbia, a possession of the U.S. or any political subdivision or instrumentality thereof,
- A common trust fund (as defined in Section 584(a))
- A financial institution
- A nominee or custodian
- A trust exempt from tax under Section 664 or described in Section 4947, etc.

CERTIFICATION REQUIREMENTS

Interest accounts. You must sign the certification on the Membership application and agreement or complete IRS Request for Taxpayer Identification Number and Certification (Form W-9) to certify your TIN or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN, you must cross out any inapplicable items in the certification prior to signing the certification.

Exempt Payees and Payments. If you are exempt from backup withholding you should complete Form W-9 to avoid erroneous backup withholding. By signing the W-9, you are certifying that the information that you provide is true. If you are a non-resident alien or foreign entity not subject to U.S. withholding on income and backup withholding, you must provide us with a Certificate of Foreign Status of Beneficial Owner (IRS Form W-8BEN).

PRIVACY ACT NOTICE

Internal Revenue Code Section 6109 requires you to give us your correct TIN, whether or not you are required to file tax returns. The IRS uses the number for identification purposes.

For this type of account:	Give the Social Security (TIN) of:
1. Individual	The individual
2. Two or more individuals (joint accounts)	The actual owner of the account, or if combined funds, the first individual on the account
3. Custodian account for minor (UTMA)	The minor
4. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
5. So-called trust account that is not a legal or valid trust under state law	The actual owner
6. Sole proprietorship, owner name required (not DBA or business name)	The owner
For this type of account:	Give the Name & Employer Identification Number (EIN) of:
7. Sole proprietorship, owner name required (not DBA or business name)	The owner
8. A valid trust, estate, or pension trust	Legal entity (do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title)
9. Corporate	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership	The Partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Dept. of Agriculture in the name of the public entity (such as a state or local government, school district, or prison that receives agricultural payments.	The public entity

The following provided information necessary to determine whose name and number is required for the type of account:

UNCLAIMED PROPERTY LAW – CALIFORNIA

The holder(s) of this account shall inform the credit union of any change in their address(es). The shares and accumulated dividends earned thereon will not escheat to the State Controller if, for a period of three (3) years the

member has owned another account with IVFCU Federal Credit Union and the member has:

1. Increased or decreased the amount of the funds or deposit, cashed an interest (dividend) check, or presented appropriate record for the crediting of interest or dividends, or
2. Corresponded electronically or in writing with the credit union concerning the funds or deposit, or
3. Otherwise indicated an interest in the funds or deposit as evidence by a memorandum or other record on file with the credit union .

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share, share draft, share certificate, trust, totten trust or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

MEMBERSHIP APPLICATION & AGREEMENT

The terms, conditions and information contained in the Membership Application & Agreement, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the credit union that all funds in the accounts shall be owned as follows:

- > **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- > **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement ("Account Holders"). 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), designated as the beneficiary(ies) named on the Account Agreement.
- > **Sole Proprietorship:** The owner of this account affirms that he/she is the sole proprietorship named on the Account Signature Card. The Credit Union must pay out funds with the

owner's signature. The Credit Union may accept and/or endorse checks made payable to the owner of the sole proprietorship names on the Account Signature Card which are received for deposit. Funds received are not withdrawable until collected. The owner may not pledge any of the funds on deposit as security for any loan(s). Sole Proprietorship accounts are not subject to Multiple Party Accounts law.

- > **Custodial (UTMA) Account:** This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Transfers to Minors Application and Agreement. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.
- > **Fiduciary Accounts:** In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the credit union that:

1. You have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
 2. You are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.
- > **Corporate, Partnership, and Unincorporated Association:** The person named on the Account Signature Card duly authorized to transact on the account, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or acting partner of said partnership, and by the virtue of the authority vested in me by the constitution, by-laws or otherwise, any one (1) of the signators named on the Account Signature Card, is authorized to transact business of any character whatsoever in connection with this account. The owner of this account certifies that the signature(s) on the Account Signature Card are the signature(s) of the authorized person(s); and that authority shall continue until written notice to the contrary is received by the credit union. The owner(s) may not pledge any of the funds on deposit as security for any loan(s). Corporate, partnership, and unincorporated association accounts are not subject to Multiple Party Accounts Law.
 - > **Living Trust Account:** You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.
 - > **Totten Trust Accounts:** All shares in this Totten Trust Account and all dividends paid or credited thereon shall be held by the Trustee(s) in trust for the beneficiary(ies) named below subject to the right of the Trustee(s) or any one of them from time to time and in their sole discretion to revoke the same to the extent of any withdrawal of funds from this Account. In the case of multiple trustees, each trustee shall be considered the joint tenant of

the other. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in this Account shall be distributed to the beneficiaries in equal shares. If there are no surviving beneficiaries, the balance remaining in this Account shall be distributed to the estate of the last surviving Trustee.

The Credit Union may require certain legal documents before releasing funds in the account. Upon the death of the trustee or the last surviving trustee, payment on a Totten Trust Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the credit union shall continue to operate the account according to the terms of this Agreement. The terms of this account may not be altered by will or other testamentary instrument.

SPECIAL RULES FOR JOINT ACCOUNTS

Withdrawals by and Liability of Joint Owners – The account holders of an account agree with each other and with the credit union that all funds and all accumulations thereon are subject to the withdrawal of or receipt by any of the account holders, and payment to any of them shall be valid and discharge the credit union from any and all liability for such payment. The account holders of an account expressly agree that each account holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any account holder(s).

Deposits – The credit union may cash or deposit all checks payable to any signer when endorsed by any other signer.

Disputes – If there is a dispute about ownership or control of an account, the credit union may place a hold on the account and not release funds until the credit union receives either a court order or an instruction signed by all persons claiming an interest in the account.

NOTICE

Notice to one account holder shall constitute notice to all persons authorized to have access to the account.

ABILITY TO PLEDGE FUNDS

Any or all of the joint account holders may pledge all or any part of the funds as security for a loan or loans with the credit union only.

ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

NOTIFICATION OF CHANGES

The right or authority of the credit union under an Account Agreement shall not be changed or terminated by the account holder(s), except by written notice to the credit union, which written notice shall not affect transactions previously made. All parties to an Account Agreement shall keep the credit union informed of any change in their address(es).

WAIVER OF CERTAIN RIGHTS

The credit union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement 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 transac-

tions and is not sufficient to modify the terms and conditions of this TIS Agreement.

CONSUMER REPORTS

The credit union makes credit available to its members on a regular basis. The Applicant(s)/account holder(s) of the account authorizes the credit union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/account holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of a MasterCard™ Debit Card, or other service provided by the credit union, and the Applicant(s)/account holder(s) of the account authorize any person, association, or corporation to furnish on request of this credit union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/account holder(s) also authorizes the credit union to furnish information concerning the account to consumer reporting agencies.

NEGATIVE CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

REPORTING INACCURATE INFORMATION

If you believe the credit union is reporting inaccurate information to a credit reporting agency, please notify us at IVFCU Federal Credit Union, 9389 Cherry Ave. Fontana, CA 92335, so we can investigate.

POST-DATED SHARE DRAFTS AND CHECKS

The credit union will treat all share drafts or checks as though the share drafts or checks were written on the date presented.

EXAMINATION OF STATEMENTS

The account holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the credit union after discovery thereof.

NON-CASH PAYMENTS

Non-cash payments deposited into an account may be credited subject to final payment.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with Schedule of fees adopted by the credit union as amended from time to time.

ATTORNEYS' FEES

You agree to pay the credit union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

CREDIT UNION'S RIGHT TO OFFSET

Account Holder(s) agrees that the credit union has the right to offset against any account of any Account Holder to cover any amount owing to the credit union for any reason. Account Holder(s) understands that this means that the credit union has the right to impress and

enforce a statutory lien against the account holder(s)'s shares and dividends, with the exception of Individual Retirement Accounts (IRAs), in the event of the failure of the account holder(s) to satisfy any financial obligation due and payable to the credit union. Account Holder(s) understands that the credit union may enforce this right without further notice.

OTHER TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

GOVERNING LAW

This Truth in Savings Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

SCHEDULE OF FEES

SHARE ACCOUNTS

New Membership	\$2.00
Membership Cancellation (within 90 days of opening)	\$10.00
Re-Open (within in 90 days of closing)	\$5.00

SHARE DRAFT/CHECKING ACCOUNTS

<u>Monthly Fees:</u>	
ATM Access	No Fee
No Monthly Fee Account	No Fee
Regular Share Draft Account *	\$4.00

Transaction fees applicable to all Share Draft, ACH, and ATM transactions:

Non-Sufficient Funds (NSF)	\$20.00
Uncollected Funds (UCF)	\$20.00
Paid NSF or UCF Items	\$25.00
Overdraft Transfer from Shares	\$5.00
Reg. D transaction Violation	\$5.00
Stop Payment Fee - New	\$15.00
Stop Payment Fee - renewal	\$15.00
Stop Payment on Sequence	\$30.00
ATM Withdrawal **	\$1.00
Replacement Debit Card	\$10.00
Replacement Debit Card PIN	\$10.00
ATM Empty Envelope	\$25.00
ATM Deposit Adjustment	\$25.00
Paid Draft copy	\$5.00
Ship ATM to Alt Address (CU)	\$5.00

Share Draft Printing cost Varies

**\$4.00 Monthly fee, fee waived with minimum daily balance of \$1,000.00. Dividend earning account*

***6 Free ATM withdrawals \$1.00 for each additional. Debit purchases and POS transactions are free.*

MISCELLANEOUS FEES

Account Reconciliation	\$25.00/hour
Account Research	\$25.00/hour
Verification of Deposit	\$10.00
Bad Address/ Return Mail	\$5.00
Dormant Fee (No activity within 12 months)	\$2.00/mo
Low Balance Fee (under par)	\$2.00/mo
Escheat Fee (No Activity within 3 years)	\$2.00
Levy/Garnishment Fee	\$25.00
Subpoena Fee	\$25.00
Copy of Statement	\$5.00
Returned Deposited Item	\$25.00
Collection Items (Incoming and Outgoing)	\$50.00
Domestic Wire Fees	\$30.00
Foreign Wire Fees	\$60.00
Cashier Check Fee	\$5.00
Corporate Check Fee (12 Free per year)	\$5.00
Stop Payment Cashier Check	\$20.00
Stop Payment Corporate Check	\$20.00
Copy of Cashier Check	\$10.00
Copy of Corporate Check	\$10.00
Non-Member Check Cashing	\$5.00

Web Site and On-Line Banking

www.inlandvalleyfcu.com
or
www.ivfcu.org

Main Branch

Inland Valley Federal Credit Union
9389 Cherry Ave.
Fontana, CA 92335

Mailing Address

Inland Valley FCU
P.O. Box 547
Fontana, Ca. 92334-0547

Contact Information

Phone: (909) 822-1810
Fax: (909) 357-3005
Email: info@inlandvalleyfcu.com

Call 24 (Audio Response Center, 24/7)

(909) 822-0369

Main Office Hours

Monday through Friday: 7 am to 5 pm

Main Office Drive Thru Teller Hours

Monday through Friday: 8:30 am to 5 pm

ATMs

Visit our web site and click-on the CO-OP logo for complete listing of CO-OP Network ATMs.

Credit Union Service Centers

Visit our web site and click-on the CU Service Centers logo to find a complete listing of Service Center Branch locations.



We do business in accordance with the Federal Fair Housing Law and the Equal Opportunity Act

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency