

MEMBERSHIP
& ACCOUNT
AGREEMENT



TABLE OF CONTENTS

<u>MEMBERSHIP AND ACCOUNTS</u>	1
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNTS	1
MEMBERSHIP ELIGIBILITY	1
INDIVIDUAL ACCOUNTS	2
JOINT ACCOUNTS	2
POD/TRUST BENEFICIARIES	3
ACCOUNTS FOR MINORS	3
UNIFORM TRANSFERS TO MINORS ACCOUNT	3
FIDUCIARY ACCOUNTS	4
ACCOUNTS OF BUSINESSES AND ORGANIZATIONS	4
DEPOSIT REQUIREMENTS	5
ACCOUNT ACCESS	7
ACCOUNT RATES AND FEES	9
TRANSACTION LIMITATIONS	9
OVERDRAFTS	10
POST DATED AND STALE DATED ITEMS	13
STOP PAYMENT ORDERS	13
LOST ITEMS	15
CREDIT UNION'S LIABILITY FOR ERRORS	15
CREDIT UNION LIEN AND SECURITY INTEREST	15
LEGAL PROCESS	16
ACCOUNT INFORMATION	16
NOTICES	16
NEGATIVE INFORMATION NOTICE	17
TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING	17
STATEMENTS	17
ELECTRONIC COMMUNICATIONS	18
DORMANT ACCOUNTS AND UNCLAIMED PROPERTY	18
DEATH OF ACCOUNT OWNER	19
DENIAL OR SUSPENSION OF SERVICES	20
TERMINATION OF ACCOUNT	20
TERMINATION OF MEMBERSHIP	20
SPECIAL ACCOUNT INSTRUCTIONS	20
PHONE CALLS	21
SEVERABILITY	21
ILLEGAL TRANSACTIONS	21
ENFORCEMENT	21
GOVERNING LAW	22

<u>FUNDS AVAILABILITY POLICY</u>	22
GENERAL POLICY	22
RESERVATION OF RIGHT TO HOLD	22
HOLDS ON OTHER FUNDS	23
LONGER DELAYS MAY APPLY	23
SPECIAL RULES FOR NEW ACCOUNTS	23
REMOTE DEPOSIT CHECKS	24
<u>ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE</u>	24
INTRODUCTION	24
TOUCHTONE TELLER (AUDIO RESPONSE) SERVICE	24
PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS	25
DIGITAL BANKING ACCOUNT ACCESS	27
DIGITAL BANKING TRANSACTIONS	27
DIGITAL BANKING ENROLLMENT	27
PAY BILLS/BILL MANAGEMENT SERVICES	29
ATM CARDS	32
VISA DEBIT CARDS	33
ILLEGAL USE OF INTERNET GAMBLING	34
OWNERSHIP OF CARDS	35
HONORING THE CARD	35
VISA ACCOUNT UPDATER	35
CURRENCY CONVERSION	35
BUSINESS DAYS	37
FEES AND CHARGES	37
PERIODIC STATEMENTS/TERMINAL RECEIPTS	37
ACCOUNT INFORMATION DISCLOSURE	37
CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS	37
SUSPENSION OF EFT ACCESS OR SERVICE	38
TERMINATION OF EFT SERVICES	38
NOTICES	39
BILLING ERRORS FOR CONSUMER ACCOUNTS	39
ATM SAFETY NOTICE	40
<u>STAR ONE CREDIT UNION PRIVACY POLICY</u>	41

STAR ONE CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Membership, and account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who execute the Membership Application and Account Card (“Account Card”). The words “we”, “us”, and “our” mean Star One Credit Union (“Credit Union”). The word “account” means any one or more savings accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By executing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Truth-in-Savings Disclosure (Rate and Fee Schedule), and the Privacy Policy included in this Agreement, any account receipt, the Credit Union’s bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this agreement, as amended from time to time. The purpose of our accounts is for personal activity. All communications between you and the Credit Union are conducted in English only.

MEMBERSHIP AND ACCOUNTS

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNTS

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. When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

MEMBERSHIP ELIGIBILITY

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union’s field of membership and must satisfy the membership requirements in the Credit Union’s Bylaws. You authorize us to check your financial information data and employment history by any means allowed by law, including obtaining reports and scores from consumer reporting agencies (e.g., credit report, ChexSystems, etc.), and referring to reports and scores previously obtained, to determine your eligibility for accounts and services we may offer, or you request from time to time. Members with an unacceptable credit record, history of writing “non-sufficient funds” checks, or committing or participating in fraudulent activity may not be eligible to open or maintain an account.

INDIVIDUAL ACCOUNTS

An individual account is an account owned by one depositor including any individual, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death ("POD") beneficiary, if applicable.

JOINT ACCOUNTS

An account owned by two or more persons is a joint account.

Rights of Survivorship

If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. A surviving owner's interest is subject to the Credit Union's statutory lien and security interest for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Rights of Joint Account Owners

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owner(s). Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, or close the account, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. Unless a joint owner has separately qualified as a member, a joint owner is not a member of the Credit Union and has no membership rights including the right to vote or request a loan from the Credit Union.

Joint Account Owner Liability

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposit, or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account, regardless of who contributed the funds to the joint account.

POD/TRUST BENEFICIARIES

A Pay on Death (POD)/Trust designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD/Trust beneficiary designated on your Account Card. Accounts payable to more than one POD/Trust beneficiary are owned jointly by such beneficiaries with right of survivorship, unless otherwise stated on your Account Card. Any POD/Trust beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or vesting of the beneficiary's interest in any account, except as otherwise provided by law.

ACCOUNTS FOR MINORS

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parent/guardian joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The Credit Union has no duty to inquire about the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Account Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing.

UNIFORM TRANSFERS TO MINORS ACCOUNT

An account established as a Uniform Transfers to Minors Account (UTMA) is an individual custodial account established by a member as a custodian on behalf of a minor (a person under eighteen (18) years of age or as otherwise indicated by applicable law). The custodian shall open the minor's account in the name of the minor, include the minor's social security number, and must include his or her own name on the Account Card. The minor must be in the Credit Union's field of membership. The custodian shall control and transact on the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make withdrawals from, or close the account. The Credit Union will not be responsible for or inquire about the custodian's transactions on behalf of the minor. If a custodian resigns and appoints a successor custodian, the Credit Union may require the parties to execute an Account Card to reflect the change of authority. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. The custodian authorizes the Credit Union to distribute all

of the funds in this account to the minor when the individual reaches the age of twenty-five (25).

FIDUCIARY ACCOUNTS

A fiduciary account is one opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order, or trust instrument establishing the fiduciary relationship or a representative payee authorized by the U.S. Social Security Administration or Veterans Affairs (“VA”) (“fiduciary”). The account owner is the estate, conservatorship, trust, Social Security Administration or VA benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the account owner for deposit with or collection by the Credit Union, and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner, or written notice of revocation is received by the Credit Union by a court-appointed representative of the account owner or by the Social Security Administration or VA, as applicable. Any such notice shall not affect any items in process at the time the notice is given. The fiduciary will notify the Credit Union of any change in the account owner’s status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions the fiduciary takes regarding the account will be for the sole benefit of the account owner, and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order, or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations, shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary, and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner’s failure to notify us of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of account owner.

ACCOUNTS OF BUSINESSES AND ORGANIZATIONS

A business account is an account held by one individual and used for a sole proprietorship business. The Credit Union does not offer business accounts to corporations, partnerships, associations, or organizations. Sole

Proprietorship business accounts are subject to the same terms as set forth in this Agreement and the following additional terms. It is recommended that business account owners must report any unauthorized Automated Clearing House (ACH) transactions within one day of the Settlement Date to the Credit Union. Addenda records for Corporate Credit or Debit (CCD), Corporate Trade Exchange (CTX), International ACH Transaction (IAT), and Customer Initiated Entry (CIE) transactions will be provided upon request within two business days. No person other than the account owner is authorized to make transactions on the account. The Credit Union reserves the right not to accept third party checks payable to a business. The Credit Union also requires that third party checks payable to a business must be deposited into the account or forwarded for collection.

DEPOSIT REQUIREMENTS

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Certificate Accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item.

Endorsements

You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not all payees endorse them. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

Collection of Items

The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no

responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

Final Payment

All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If the Credit Union does not receive such payment for the Entry, the Credit Union is entitled to a refund from the Account Holder's account, and the Originator (Company) will not be considered to have paid the amount of the credit Entry to the Account Holder. The Credit Union is not required to provide the account holder with notice that the Credit Union has received the Entry unless the Credit Union has agreed to do so. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such a fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

Direct Deposits

The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. The Credit Union reserves the right to require you to authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon filing bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits

Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day items are removed and processed by the Credit Union and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any

items purchased or received by the Credit Union for credit to your account or for collection.

ACCOUNT ACCESS

Authorized Signature

To access any account, the Credit Union must have a valid authorization of yours on an Account Card. The Credit Union is authorized to recognize your signature but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature and we have accepted the request, the Credit Union may honor any check that appears to bear your facsimile signature even if an unauthorized person made it. You warrant that such facsimile signature on any item or authorization is genuine and authorized. You remain solely responsible for the proper use of any facsimile signature device. The Credit Union shall not be liable for paying any item or following an authorization bearing an unauthorized facsimile signature, unless you have provided a proper stop payment order in accordance with this Agreement. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

Access Options

You may make withdrawals or transfers from your account in any manner that is permitted by the Credit Union (e.g., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, online or mobile banking, audio response, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

ACH & Wire Transfers

If offered, you may initiate or receive credits or debits to your account via wire transfer or Automated Clearing House (ACH) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on a periodic statement or in electronic banking. Electronic direct deposits made by ACH transfer will be made available for withdrawal by the opening of business on the day Star One received the deposited funds. You agree that, if the Credit Union does not receive the final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Terms and conditions for international wire transfers will be provided at the time of

the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A (UCC4A), and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Consumer Financial Protection Bureau (CFPB) Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association (Nacha). You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations, including Office of Foreign Asset Control (OFAC) regulations.

International ACH Transactions

You understand that in the event an International ACH Transaction (IAT) Entry that is transmitted to or from any of your accounts is identified and designated by Star One Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended, pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you with such notice as may be required by applicable laws and regulations.

Credit Union Examination

The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

Electronic Check Transactions

Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially, or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of the Electronic Funds Transfer Agreement and Disclosure. In this agreement, you authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the Electronic Re-presented Check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an

electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement and Disclosure in this agreement. If you want to reverse an electronic re-presented check, you must give us a Written Statement of Unauthorized Debit (WSUD) form within fifteen (15) calendar days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your written statement, you must declare that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or Written Statement of Unauthorized Debit (WSUD) form from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

ACCOUNT RATES AND FEES

The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth on the applicable Rate and Fee Schedule and each Certificate Account Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

TRANSACTION LIMITATIONS

Withdrawal Restrictions

The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft coverage plan. Checks or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the Rate and Fee Schedule. If there are insufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are insufficient available funds.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to

require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of up to sixty (60) calendar days, as required by law, before such withdrawal.

OVERDRAFTS

How We Process Checks & Items

In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file may be processed in any order we deem appropriate. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

Determination of Available Balance to Pay Items

Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay checks, ACHs, and other items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient

funds even if the actual balance exceeds the amount of the item. You can view your available balance through Online Banking, Mobile Banking, and at ATMs to avoid an overdraft.

Your Overdraft Liability

If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement.

The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

Savings Overdraft Transfers

We will automatically enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds in increments of \$100 to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing.

VISA/Line of Credit Overdraft Transfers

If you have a VISA Credit Card account with us and qualify, you can authorize us to link your credit card line of credit to your checking account for overdraft coverage. If you do not have a VISA Credit Card account and you have a line of credit account with us, you can authorize us to link your line of credit for overdraft coverage. If you have established a linked credit account, you authorize us to automatically transfer funds in increments of \$100 to cover any overdraft on your checking account. There is no cash advance or overdraft transfer fee for this service; however, interest begins to accrue from the date of advance. You may opt out of the VISA Credit Card or line of credit overdraft transfer service at any time by notifying us verbally or in writing.

Courtesy Pay Overdraft Service

We offer a discretionary overdraft service (Courtesy Pay) to cover overdrafts on your checking accounts. The Courtesy Pay service is offered to all eligible consumer checking account owners who qualify and remain in good standing

with the Credit Union. Courtesy Pay is not offered to minors, fiduciary, business, or organizational accounts. If you qualify for Courtesy Pay, we will automatically enroll you in the service for checks, ACH and online transactions. Courtesy Pay service will be provided for debit card purchase transactions only if you request Courtesy Pay services by expressly requesting the service (opt-in).

1. Discretionary Service. The Credit Union offers the Courtesy Pay service to eligible consumer checking account owners who qualify. Under the Courtesy Pay service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. In addition, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. If you enroll in our eNotice Service, we will notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.

2. Overdraft Transactions Covered. Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance (“overdrafts”), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items, or transactions.

Credit Union loan payments are not covered by our service. It is your responsibility to ensure that enough funds are in your checking account when the loan payment is due if you sign up for automatic loan payments, even if you have available funds in your savings account(s).

3. Overdraft Limit/Available Balance. We will inform you of the overdraft limit to which you qualify upon request. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union’s fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

4. Overdraft Fees. There is a Courtesy Pay fee for each overdraft check or item we pay, as set forth on our Rate and Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on our Rate and Fee Schedule. We may charge a fee

each time a check or item is submitted or resubmitted for payment and we either return or pay the overdraft. Therefore, you may be assessed more than one fee because of a returned item or any resubmission(s) of the returned item. There is no limit to the number of overdrafts paid. These fees may be amended as set forth in our Rate and Fee Schedule.

5. Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within fifteen (15) calendar days of when the account became overdrawn, we may immediately suspend the overdraft services. Accounts may be closed for failure to repay overdraft balances within forty-five (45) calendar days, and we will report account closures to consumer reporting agencies.

6. Member Opt-Out Right. We offer the Courtesy Pay service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Courtesy Pay service at any time by notifying us verbally or in writing. We may require written confirmation for any verbal opt-out request. You understand that by opting out of the service, we may refuse to pay any check or item presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible for paying any overdraft, even if you have opted out of the service.

7. Credit Union Contact. For any questions or to exercise your opt-out right, use the Courtesy Pay Request Form located at www.starone.org, or call the Credit Union at (408) 543-5202 or (866) 543-5202, or write to Star One Credit Union, PO Box 3643, Sunnyvale, CA 94088-3643.

POST DATED AND STALE DATED ITEMS

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice that will lapse within fourteen (14) calendar days unless continued in writing, within that time. A written notice will be effective indefinitely unless it is subsequently cancelled in writing. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account that is presented more than six months after its date.

STOP PAYMENT ORDERS

Liability

The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including any claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Stop Payment Request

You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, by online request through Online Banking, or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date, and the exact amount of the check or ACH debit and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. For ACH debits if you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

Duration of Order for Checking Accounts

You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective indefinitely, unless it is subsequently cancelled in writing.

Cashier's Check Stop Payment Request

You may not stop payment on any certified check or draft, official check, cashier's check or teller's check, or any other check, draft or payment guaranteed by the Credit Union. You may request by mail, fax, telephone, or in person that the Credit Union issue a replacement check for a lost, stolen,

or destroyed Credit Union check. You should be aware that a replacement check might not be issued until 90 days from the original check issue date.

LOST ITEMS

The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

CREDIT UNION'S LIABILITY FOR ERRORS

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representation by you or Credit Union employees and any written form will be resolved by reference to this Agreement and the written form.

CREDIT UNION LIEN AND SECURITY INTEREST (RIGHT OF OFFSET)

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a statutory lien on all shares, deposits, and accumulated dividends or interest in all accounts at the Credit Union in which you have an ownership interest, individual or joint (except Individual Retirement Accounts), regardless of the source of the funds as allowable by law. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

In addition, you grant the Credit Union a consensual security interest in all shares, deposits, and accumulated dividends or interest in all accounts at the Credit Union, in which you have an ownership interest, individual or joint (except Individual Retirement Accounts), to secure your loan obligations with the Credit Union, excluding obligations secured by your

dwelling. You agree the Credit Union may use the funds from your accounts to pay the indebtedness owed to the Credit Union. You agree to hold the Credit Union harmless from any claim arising as a result of our proper exercise of our lien or security interest. You may not assign or transfer any account to a third party. The Credit Union will not be liable for the dishonor of any item when the dishonor occurs because we offset a debt against an account.

LEGAL PROCESS

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, the Credit Union may charge a legal process fee as set forth on the Rate and Fee Schedule. Such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

ACCOUNT INFORMATION

Upon request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies, or court orders; or (4) you give us written permission.

NOTICES

Name or Address Changes

It is your responsibility to notify the Credit Union of a change of address or name. The Credit Union is only required to attempt to communicate with you only at the most current address you have provided to the Credit Union. Address changes may be accepted through the Credit Union's Call Center, Online, and Mobile Banking Service.

Notice of Amendments

Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

Effect of Notice

Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

NEGATIVE INFORMATION NOTICE

We may report information about your loan, share, or deposit accounts to credit bureaus. Past due payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account.

STATEMENTS

Contents

If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that, when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.

Examination

You are responsible for examining each statement and your check copy and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn or deposited to your account if you fail to notify the Credit Union within thirty (30) calendar days of the mailing date of the earliest statement or delivery of e-statements and availability of drafts containing any forgery, alteration, or unauthorized signature on the item. For Electronic Services, you have separate requirements for examining your statements and

notifying us of statement errors or unauthorized electronic funds transactions as set forth in the Electronic Funds Transfer Service Agreement.

Notice to Credit Union

You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account, unless you notify the Credit Union in writing within the above time limit after the statement and check copies are made available to you.

ELECTRONIC COMMUNICATIONS

If your statement is provided electronically, you will be sent an electronic mail notice that will direct you to the website where you may access, review, print, and otherwise copy/download your periodic statements using procedures we authorize. Electronic mail from us will be sent to the electronic mail address provided by the account owner.

Electronic Signatures

You understand and agree that your electronic consent, execution, or authorization is your electronic signature, which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

Consent to Communications

By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including but not limited to emails, voice mail messages, text messages, from us and our affiliates and agents. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

DORMANT ACCOUNTS AND UNCLAIMED PROPERTY

Dormant Accounts

If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more

than twelve (12) months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account.

Unclaimed Property Law

Credit Union Savings Conditions of Escheatment in California:

- (1) Owner's (member's) address is in California, or
- (2) No owner (member) address is shown in Credit Union's records; Credit Union's principal place of business is in California, or
- (3) Owner's (member's) address is in another state; Credit Union's principal place of business is in California, and the state in which member resides does not escheat that item. Credit Union savings and accumulated dividends earned thereon will be escheated to the State Controller if any one of the above conditions is met and if the member (savings holder of record) for more than three years:
 - (1) Has not claimed a cash dividend, paid in, or withdrawn funds, or
 - (2) Has not corresponded in writing with the Credit Union indicating an interest in the savings, or
 - (3) Has not otherwise indicated an interest, which is evidenced by a memorandum or other record on file with the Credit Union (example: a pledge of savings as security for a loan).

Reclaiming Escheated Property:

If your funds have been sent to the State of California, you may file a claim by contacting the California State Controller's Office, Unclaimed Property Division, P.O. Box 942850, Sacramento, California 94250-5873, nationwide call (800) 992-4647, out-of-US call (916) 323-2827, or go to www.sco.ca.gov or www.Claimit.ca.gov. If your funds have been sent to another state, you should contact that state's unclaimed property division to file a claim.

DEATH OF ACCOUNT OWNER

The Credit Union may require the survivor or other claimant of the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks, honor other payments, or transfer orders authorized by the deceased member for a period of ten (10) calendar days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim.

DENIAL OR SUSPENSION OF SERVICES

You agree that we may deny you or suspend your account or account services, if you, or any authorized user of your account, account services, or access code do not satisfy any qualifications, conditions, or requirements for such services; breach this or any other agreement with us; if we have reason to believe that there has been an unauthorized use of your Accounts, services, or access devices or codes; if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction or engage in any abusive or threatening behavior, or if we reasonably believe your account conduct poses an undue risk to the Credit Union. Our suspension of any service may be implemented immediately and prior to notifying you in order to prevent risk to the Credit Union. We will provide you with written notice of the denied or suspended service. In addition to suspending your account or service access, we may freeze the funds in your account if we reasonably believe the risk will cause a loss to the Credit Union.

TERMINATION OF ACCOUNT

You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for the payment. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft coverage plan; (6) there has been any misrepresentation or any other abuse of your accounts. The Credit Union may terminate your account at any time if there is any fraudulent activity conducted on or related to the account.

TERMINATION OF MEMBERSHIP

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be expelled from membership for any reason allowed by applicable law, such as failure to carry out your contracts, agreements, or obligations with the credit union. Should the Credit Union exercise its right to expel you from membership, you will be advised in writing of the reasons for the expulsion.

SPECIAL ACCOUNT INSTRUCTIONS

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust,

will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes required by you, or any account owner, such as adding or closing an account or service, must be evidenced by an executed Account Card, and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

You understand and agree we may temporarily freeze account funds, temporarily postpone a transaction, or may require additional information about you or any authorized account signer and file any required reports to protect your account funds when we reasonably suspect possible elder or dependent adult abuse.

You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or imaged copy is valid as an original document.

PHONE CALLS

In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such rights with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

SEVERABILITY

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

ILLEGAL TRANSACTIONS

You may not use any financial service or access device for any illegal transaction, and we may decline to authorize or process any transaction we reasonably believe poses an undue risk of illegality. You agree to indemnify and hold the Credit Union harmless from any action, liability, or damage, directly or indirectly, resulting from such use.

ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union

to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of California and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

FUNDS AVAILABILITY POLICY

GENERAL POLICY

For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below.

Our general policy is to make funds from your deposits available to you on the same day we receive your deposit. For purposes of funds availability, Star One Credit Union's business days are Monday through Friday. Holidays are not included. 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 during business hours on a day we are open, we will consider that the deposit was made on that day. However, if you make a deposit after close of business or on a day we are not open, we will consider the deposit made on the next day that we are open.

RESERVATION OF RIGHT TO HOLD

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, (for example, checks that exceed available funds or third-party checks) funds may not be available until the second business day after the day of your deposit. However, the first \$275.00 of your deposit will 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 send you the notice by the next business day after we have received your deposit.

HOLDS ON OTHER FUNDS

If we cash a check for you 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 available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$6,725.00 on any one day.
- You deposit 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 communications or computer equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 calendar 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 \$6,725.00 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 made payable to you. The excess over \$6,725.00 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 \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

REMOTE DEPOSIT CHECKS

Remote deposit checks may be subject to holds as determined by your member account history, check type, and amount.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

INTRODUCTION

This Agreement covers your and our rights and responsibilities for the Electronic Funds Transfer (“EFT”) services offered to you by Star One Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who request and use an EFT service, any joint owners and accounts accessed under this Agreement or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more deposit accounts you have with the Credit Union. When you use an EFT service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments including the Mobile Banking Service Addendum, as applicable. The Credit Union’s Electronic Funds Transfers (“EFTs”) are electronically initiated transfers of money through the Touchtone Teller (audio response); Digital Banking (Browser and Mobile App); Bill Payment Services; ATM/Debit Cards; preauthorized transfers and electronic checks involving your accounts at the Credit Union. The terms of this Agreement apply to consumer and business EFT users the same, except as specifically provided.

TOUCHTONE TELLER (AUDIO RESPONSE) SERVICE

Account Access

You may use the Touchtone Teller telephone audio response service to access your accounts. You must designate an (4-8 digit) access code and use your access code along with your member number to access your accounts.

Types of Transactions

At the present time, you may use the Touchtone Teller service to:

- Review account balance and transaction information, including transfers, withdrawals, dividends, loan payoff and interest amounts, and payment due date information on your applicable deposit and loan accounts.
- Transfer funds between your Checking, Savings, and Loan accounts as allowed, including making loan payments and taking loan advances.

- Withdraw funds from your Checking or Savings accounts by check, made payable to you and mailed to you at your mailing address.
- Transfer funds from your Savings or Checking account to another member's account or loan as authorized.
- Change your access code to a new (4-8 digit) access code.
- Other transactions as offered and permitted in the future.

Service Limitations

Your accounts can be accessed under audio response via a touchtone telephone only. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a brief time each day for data processing. You may make inquiries, transfers, or withdrawal requests as often as you like. No transfer or withdrawal may exceed the available funds in your account. Any loan transactions will be governed by the applicable Loan Agreement. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address on record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. There is no limit on the number of transaction requests you may make during a single phone call.

PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

By executing the Account Card, you agree to the following terms governing your and our rights and responsibilities concerning preauthorized electronic funds transfer services. Terms and conditions set forth elsewhere in this Agreement shall apply to your electronic funds transfer service.

Services

Preauthorized electronic funds transfer services include:

Preauthorized Debits (Withdrawals)

You may arrange with third parties in advance to have regular preauthorized electronic payments, such as mortgage payments or insurance premiums, made from your checking account. If you have previously signed a Credit Line Loan Agreement, and the Credit Union has approved overdraft coverage for you, you authorize the Credit Union to access your line of credit to cover any overdraft amounts (up to your credit limit) resulting from preauthorized debits. These overdraft transfers will be governed by your Credit Line Loan Agreement.

Direct Deposit

Upon instruction of your employer or the Treasury Department or other financial institutions, the Credit Union will accept direct deposits of your paychecks or of Federal recurring payments, such as Social Security. If you have

arranged to have a direct deposit made to your account at least once every sixty (60) calendar days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (408) 543-5202 or (866) 543- 5202 and press 1 for Touchtone Teller or press 2 for Member Services, or logging into Online or Mobile Banking to find out whether a deposit has been made.

Stop Payment Procedures

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by completing the ACH Stop Payment form in Online Banking or by calling the Credit Union at (408) 543-5202, (866) 543-5202 or writing to P.O. Box 3643, Sunnyvale, California 94088-3643, at least to three business days 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) calendar days after you call. We will charge you a fee for each stop payment order you give us as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Credit Union Liability for Failure to Stop Payment of Preauthorized Transfers

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

Notice of Varying Amounts

If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) calendar 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.)

Unauthorized Transactions

If you believe someone has transferred or may transfer money from your account without your permission, call:

(408) 543-5202 or (866) 543-5202 or write:
Star One Credit Union
P.O. Box 3643
Sunnyvale, CA 94088-3643

DIGITAL BANKING ACCOUNT ACCESS

Account Access

You may use your personal computer or internet-enabled device to access your accounts through the Internet or App. You will need a personal computer or internet-enabled device and access to the Internet (World Wide Web). You must use your login credentials (e.g., username, password, multi-factor authentication) to access your accounts. The Digital Banking services are accessible seven (7) days a week, 24 hours a day on the public Star One website or via the Star One CU app. You are responsible for the installation, maintenance and operation of any software and your computer or device. The Credit Union will not be responsible for any errors or failures involving telephone service, any Internet service provider, your software installation, or your computer.

By enrolling in the Digital Banking Service, you certify you are an owner, joint owner, or custodian on the accounts represented in your enrollment. You understand that any owners of your accounts must separately register to use the service and access the accounts. You agree that you are and will remain fully responsible for any transactions made by anyone with whom you share your login credentials except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

DIGITAL BANKING TRANSACTIONS

At the present time, you may use any of the Digital Banking Services to:

- Transfer funds between your Checking, Savings Account, and Loan accounts.
- Transfer funds to/from your Star One Checking and Savings Accounts to/from outside Financial Institutions or Persons using services such as Zelle.
- Review account balance and account transaction information for any of your accounts.
- Download account information for any account to financial management software programs such as Intuit Quicken, if applicable.
- Communicate with the Credit Union using the electronic messaging (Support) feature.

Transactions involving your deposit accounts will be subject to your Membership and Account Agreement, transactions involving a consumer loan account will be subject to your Consumer Loan Agreement and Disclosures, and transactions involving your home equity line of credit will be subject to your Home Equity Line of Credit Agreement and Disclosure.

DIGITAL BANKING ENROLLMENT

You may enroll in Digital Banking directly on the public Star One website or via the Star One CU app. Digital Banking is a personal financial information management service

that allows you to access account information, products and services using compatible and supported personal computers, mobile phones and/or other compatible and supported wireless devices (including phones, tablets, “wireless Devices”). We reserve the right to modify the scope of Digital Banking Services at any time. We reserve the right to refuse to make any transaction you request through the Digital Banking Service. You agree and understand that the Digital Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through the Digital Banking Service is posted on the Star One website and respective app stores. By enrolling in the Digital Banking Service, you certify you are an owner, joint owner, or custodian on the accounts represented in your enrollment. You understand that any owners of your accounts must separately register to use the service and access the accounts. You agree that you are and will remain fully responsible for any transactions made by anyone with whom you share your login credentials except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Service Limitations

The following limitations on the availability and number and dollar amount of transactions may apply in using the Digital Banking Services listed above:

Transfers

You may make funds transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information

The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

E-mail Requests

The Credit Union may not immediately receive E-mail communications that you send, and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, call the Credit Union at (408) 543-5202 or (866) 543-5202.

PAY BILLS/BILL MANAGEMENT SERVICES

By submitting a Pay Bills/Bill Management Service authorization request, you and any authorized users agree to the Pay Bills terms and conditions governing your and our rights and responsibilities concerning the Pay Bills electronic funds transfer (“EFT”) services set forth below.

a) Service Definitions.

“Pay Bills” is the service where you may set up, maintain, and make payments to payees.

“Bill Management” is the service where you may setup, maintain, and make payments to payees and includes stand-alone financial management tools.

“Payee” is the person or entity to which you wish a bill payment or e-mail payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Account” is the checking account from which bill payments will be debited.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Scheduled Payment” is a payment that has been scheduled through the Pay Bills/Bill Management Service but has not begun processing.

b) Pay Bills/Bill Management Service Access.

Upon approval, you may use your personal computer or wireless devices to access your accounts. You must use your User ID along with your security code to access your accounts. The Pay Bills/Bill Management service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union’s Pay Bills/Bill Management services may not be available due to system maintenance. You will need a personal computer or wireless device, Internet access and an appropriate web browser. The online address for the Pay Bills/Bill Management services is <https://www.starone.org>. You are responsible for the installation, maintenance, and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service, computer, or mobile device. You may access the Pay Bills Service via the interface located inside the Digital Banking Services respective areas after authentication (Online Banking and the Star One CU App).

c) Pay Bills/Bill Management Setup.

When you apply for the bill payment service (“Pay Bills”) or Bill Management (“Bill Management”) service, you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions, or individuals that you would like to pay. You may use

the Credit Union Pay Bills/Bill Management service to direct payments from your designated checking account to the "Payees" that you choose in accordance with this agreement. In the Bill Management service, you may set up your Credit Cards to make payments at participating Payees.

d) Scheduling a Payment.

Payments can be scheduled to any payee you set up on your account from designated checking accounts at the Credit Union. The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the Payment. Therefore, you will not be permitted to select a Scheduled Payment Date that is less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period. We may from time to time send you an e-mail notification whenever a check payment has not cleared. You are responsible for any past due payments, late fees, interest payments, and service fees charged by your payee(s) and for allowing sufficient time for bill payments to be processed so that funds can be delivered to the payee on or before the due date.

e) Bill Payment Processing.

When the Credit Union receives your Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Biller. The Credit Union reserves the right to select the method in which to remit funds on your behalf to your Biller.

These payment methods may include, an electronic payment, an electronic to check payment, a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment), or other reasonable method selected by the processing agent. In the Bill Management service, you may set up your Credit Cards to make payments at participating Payees.

Single Non-recurring Payments. Single payments are payments initiated by setting the payment amount and future payment date. A single payment will be processed on the business day (generally Monday through Friday,

except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 1:00 PM Pacific Standard Time. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments. Recurring payments are payments that reoccur on a preset date with a fixed amount. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. We will process bill payment transactions only to those payees the Credit Union has designated, payees you authorize, and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the bill payment transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

f) Canceling a Payment.

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. You may cancel or edit any Scheduled Payment (including

recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. The system will calculate the “Estimated Arrival Date” of your payment. This is only an estimate, so please allow ample time for your payments to reach your “Payees.” Once the Credit Union has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

g) Prohibited and Restricted Payments.

Payments to Payees outside of the United States or its territories are prohibited through the Pay Bills/Bill Management Service. Tax payments and court ordered payments may be scheduled through the Pay Bills/Bill Management Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from a prohibited or restricted payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Credit Union.

h) Responsibility & Liability.

You are responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Credit Union is not responsible for (i) a bill payment that is not made if you did not properly follow the instructions for making a bill payment, including but not limited to correct payee information, or (ii) your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Credit Unions agent. The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a “Payee” for a bill payment. Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or other financial institutions, some transactions may take longer to be credited to your account. If your payment was scheduled to be paid before the Due Date in accordance with the guidelines described under “Payment Scheduling” in this Agreement, but the payment is posted after the Due Date, the Credit Union will bear responsibility for any past due payment related charges up to \$50.00 except as designated under this section.

ATM CARDS

You may use your ATM Card together with your personal identification number (PIN) to conduct transactions at automated teller machines (ATM) owned by the Credit Union, ATMs in the PLUS® and CO-OP network, and other such machines (Network ATM) or facilities that we may designate.

You may also use your Card to make purchases at POS (Point of Sale) merchants (e.g., INTERLINK®, PLUS®).

a) **ATM Transactions.** At the present time, you may use your Card at a Credit Union owned ATM or an ATM of another financial institution to:

- Withdraw cash from your savings or checking accounts up to a maximum of \$1,000 in any one day.
- Obtain account balance(s) on your savings or checking account.
- Make deposits to your savings or checking accounts only at Credit Union ATMs and designated Network ATMs or facilities.
- Transfer funds between your savings and checking accounts.

There is a limit of 20 withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. You may be charged a fee as set forth in the Rate and Fee Schedule. You may withdraw up to \$1,000 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to security requirements and limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the balance in your accounts at the time of the transfer at available locations.

b) **ATM Card Purchases.** A checking account is required when using an ATM card for purchases. If you are using your card at a POS Terminal, you may use your card to: Purchase goods or services at Interlink®, PLUS® or any other POS Network we may designate and request cash back from your checking account up to a combined total (purchase plus cash back) of \$500 in any one day. You may be assessed a service charge by the POS merchant for each transaction. The amount of this service charge must be posted at each POS terminal participating in the POS Network and will be included in the total transaction posted to your account statement. Individual merchants may limit the amount of cash back by policy, cash availability, or require you to make a purchase. The total maximum cash withdrawal and purchase amount is \$1,500 per day from all sources combined.

VISA DEBIT CARDS

a) **Visa Debit Card Purchases.** You may use your Visa Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the INTERLINK or PLUS® Point of Sale networks, and other such POS networks (Network POS) that we may designate or at retail locations that accept cards with the VISA® logo.

Funds to cover your Card purchases will be deducted

from your checking account. At the present time, you may use your Debit card to make the following transactions on your accounts:

- Withdraw cash from your savings, or checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain account balance information on savings and checking accounts.
- Make deposits to your savings or checking accounts at Credit Union ATMs and selected Co-op Network ATMs.

There is a daily limit of 20 POS purchase transactions you may make by debit card. You make purchase amounts up to a maximum of \$3,000 per day. You may withdraw up to \$1,000 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to security requirements and limits placed by each individual ATM. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set security requirements and other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

b) Daily Limits for Card Transactions

Card Type	Cash	POS (Point of Sale) Purchase	Combined	Foreign* Transactions
Visa Debit	\$1,000	\$3,000	\$4,000	ATM Cash, Other Cash and Purchases
ATM	\$1,000	\$500	\$1,500	ATM Cash Only, NO purchase

*Excluding US territories, US consular facilities, and US military bases in other countries.

ILLEGAL USE OF INTERNET GAMBLING

Illegal or Unlawful Transactions

You agree that you will not use the Card for any illegal or unlawful transactions, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that Star One Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any persons you authorize to use

your Card. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

OWNERSHIP OF CARDS

Any Card which we supply to you is our property and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card. The Card may be repossessed, at any time, at our sole discretion, without any demand or notice.

HONORING THE CARD

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card.

VISA ACCOUNT UPDATER

If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

CURRENCY CONVERSION

Purchases and cash advances in foreign countries or with merchants located in foreign countries will be billed in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction.

Member Liability

- a) **Authorized Transactions.** You are solely responsible for all transfers you authorize using the EFT services under this Agreement. If you permit other persons to use your Account, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You are responsible for safeguarding your financial and personal data, passwords, and other information to prevent unauthorized access to or use of your accounts or services.
- b) **Security of Access Code.** The access code(s) issued to or selected by you is for your security purposes. The access code(s) is confidential and should not be

disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on to your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your account services immediately.

- c) **Consumer Accounts.** For consumer accounts, you are responsible for all transfers you authorize using your EFT services under this Agreement.

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card, or access code and accessed your accounts without your authority, or if you believe that an electronic funds transfer has been made without your permission using information from your check.

For all EFT transactions, except electronic check and Debit Card transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

For Debit card transactions, if you notify us of the loss, theft, or unauthorized use of your Card, you will not be liable for any unauthorized use provided you promptly notify us and you were not negligent or fraudulent in handling your Card. You provide us with a written statement regarding your unauthorized Card claim; otherwise, the liability limits set forth above will apply.

In addition, if your statement shows EFT transfers that you did not make including those made by Card, access code, or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed or electronically delivered to you, you may not get back any money you lost after the 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 hospital stay) kept you from telling us, we will extend the time periods.

The telephone is the best way of keeping your possible losses down. If you believe that someone has used your access code or has transferred or may transfer money from your account call (408) 543-5202 or (866) 543-5202 or write to Star One Credit Union PO Box 3643, Sunnyvale, CA 94088-3643.

BUSINESS DAYS

Our business days are Monday through Saturday. Holidays are not included.

FEES AND CHARGES

If you conduct an ATM or debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth on the Rate and Fee Schedule.

If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. Currently, there are certain charges for EFT services as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed; we will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

PERIODIC STATEMENTS/TERMINAL RECEIPTS

Transfers and withdrawals transacted through any EFT service will be recorded on your periodic statement. You will receive a statement monthly. You will get a receipt or receive the option to receive a receipt at the time you make a transaction using your Card at an ATM or POS terminal. However, you may not receive a terminal receipt at some POS terminals for transactions of \$15 or less.

ACCOUNT INFORMATION DISCLOSURE

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

- As necessary to complete the transfers.
- To comply with government agency or court orders.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or third party, or to provide information about late, missed payments, or other defaults on your account, such as a credit bureau or merchant.
- If you give us your written permission.

CREDIT UNION 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 and the instructions you transmit, we will be liable for your actual losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the

exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong access code or you have not properly followed any applicable computer, internet, or Credit Union instructions for making transfer and bill payment transactions.
- If your computer or device fails or malfunctions or the Credit Union's Digital Banking Services was not properly working, and a problem should have been apparent when you attempted such a transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If the funds in your account are subject to legal process or another claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer or issue a check.
- If there are other exceptions as established by the Credit Union.

SUSPENSION OF EFT ACCESS OR SERVICE

If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach or any fraud condition.

TERMINATION OF EFT SERVICES

You agree that we may terminate this Agreement and your use of your EFT service if:

- You or any authorized user of your account or access code breach this Agreement with us.
- We have reason to believe that there has been an unauthorized use of your account or access code.
- You breach any provision of your Membership and Account Agreement or any other agreement with the Credit Union.

You or any other party on your account can terminate this Agreement by notifying us in writing. Termination of service will be effective on the first business day following receipt of

your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail a notice to you as required by law. The use of any electronic funds transfer service is subject to existing regulations governing your account and any future changes to those regulations.

BILLING ERRORS FOR CONSUMER ACCOUNTS

The following billing error rights apply to consumer accounts, but not business accounts.

In Case of Errors or Inquiries

Telephone us at (408) 543-5202 or (866) 543-5202 or write us at P.O. Box 3643, Sunnyvale, California 94088-3643, if you think your monthly account statement or transaction record is wrong or if you need more information about a transaction listed on your statement or transaction record. We must hear from you no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared.

- a) Tell us your name and account number,
- b) Describe the error or the transfer you are unsure about; explain as clearly as you can why you believe it is an error or why you need more information, and
- c) 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 or electronically within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) calendar days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for VISA Debit Card purchase transactions) 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 re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver to you an explanation of our findings

within three (3) business days after the conclusion of our investigation. If you request, we will provide you with copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

If you dispute a transaction and it is later determined that you actually made the transaction (e.g. ATM photograph, fingerprint, electronic or mechanical confirmation) or if you decide not to pursue reimbursement for a transaction that you previously disputed, you may be charged for all fees associated with the research of your claim.

ATM SAFETY NOTICE

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or code on your card.
- Report all crimes to law enforcement officials immediately.

STAR ONE CREDIT UNION PRIVACY POLICY

Federal Law

FACTS

WHAT DOES STAR ONE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand Star One's Privacy Policy.

At Star One, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Star One. This notice explains what types of member information we collect and under what circumstances we may share it.

What?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Name, address, Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Star One chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Star One share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes —information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes —information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call (866) 543.5202 or (408) 543.5202, send us an email at service@starone.org or write to us at: Star One Credit Union, PO Box 3643, Sunnyvale, CA 94088-3643

What we do

How does Star One protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does Star One collect my personal information?

We collect your personal information, for example, when you:

- open an account or apply for a loan
- apply for any credit union service
- visit our website, provide us information on any online application or transaction, or information you send to us by email.
- use your credit or debit card or pay your bills
- make deposits to or withdrawals from your accounts.

We also collect your personal information from others, including credit bureaus or other companies.

<p>Why can't I limit all sharing?</p>	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes— information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>However, we do not have any affiliates with whom we share any information.</p>
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Star One has no affiliates.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Star One does not share with nonaffiliates so they can market to you except for our joint marketing arrangements.</i>
<p>Joint marketing</p>	<p>A formal agreement between Star One and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial services and insurance companies.</i>

Other important information

Protecting Children's Private Information. Our online financial services are not designed for or directed toward children (**children under the age of 13**). We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

Your Personal Information Protections

What is Personal Information?

Personal Information. Under California law your “Personal Information” includes the following data that identifies, relates to or may be associated with you:

- Demographic information (i.e., name, address, email),
- A unique identifier, such as an IP address,
- Account or Social Security Number,
- Driver’s license or passport,
- Personal property records,
- Card numbers,
- Access codes (PINs & passwords)
- Online activity,
- Biometric, geolocation, employment and education data,
- Browsing and search history, and
- Information concerning a consumer’s interaction with a website.

Personal information also includes information that is identifiable to your household.

Star One Collection of Member Personal Information

Categories of Member Personal Information We Collect

Your personal information that we collect may include:

- Personal identifier information: name, email address, social security number, driver’s license number, access codes, browser IP data and certain cookies.
- Account & transaction information: account number, card number, account information, transaction information, and credit information and required consents, opt-in & opt-out requests.

<p>Where We Collect Member Personal Information</p>	<p>We collect the categories of personal information listed above when you: visit our website or submit an online application, conduct any branch, mail or online transaction, use the Personal Finance Manager program or send us an e-mail, or phone inquiry.</p>
<p>Purposes for Which Star One Uses & Shares of Member Personal Information</p>	
<p>How We May Use Member Personal Information</p>	<p>We may use each category of personal information we collect for the following purposes:</p> <ul style="list-style-type: none"> • To verify the identity of the person conducting the account transaction or inquiry with us or our service providers • To fulfill account or service requests that you initiate • To prevent fraud or meet legal requirements. • To conduct internal analysis of your use of Star One services. <p>We have never sold and we will not sell any of your personal information to anyone.</p>
<p>How We May Share Member Personal Information</p>	<p>We may share your personal identifiable information with (1) our third-party service providers and payment processor to facilitate your services or transactions, (2) our third party service providers who support us with our analysis of your account and service use, or (3) other financial companies with whom we have a joint marketing agreement that protects your personal information.</p>
<p>How Long We Will Retain Member Personal Information</p>	<p>We will retain your personal information so long as we need to use such information to maintain your account and services and as otherwise required by law, subject to your right request us to delete your personal information.</p>

Your Rights to Protect Your Personal Information

Right to Request Access to Your Personal Information

You have a right to access your personal information that we have collected. Upon your request by mail, email or in person to Star One, we will disclose any of the following information requested:

- The categories of personal information collected;
- The sources from which personal information was collected;
- Our purpose for collecting the information;
- The categories of third parties with whom we share personal information; and
- The specific pieces of your personal information we have collected.

Right to Request Your Personal Information Be Deleted

You have the right to request that we delete personal information about you that we have collected. Upon your verifiable request by mail, email or in person to Star One, we will delete the information and direct our service providers to delete the information from its records unless we or service provider needs the personal information. The following are the exceptions where Star One and our service providers need the personal information to maintain and service your account and cannot delete the information:

- To process your transactions for which the personal information was collected,
- To provide the account or service requested,
- To detect security incidents; protect against fraudulent, or illegal activity;
- To identify and correct any Star One systems errors,
- To comply with the California Electronic Communications Privacy Act;
- To operate the systems and applications to maintain your accounts and services,
- To comply with a legal obligation or in a lawful manner compatible with the context in which you provided the information.

Right to Correct Inaccurate Information	<p>You have the right to request Star One to correct any personal information of yours that is inaccurate.</p>
Right to Opt Out of the Sharing or Sale of Your Personal Information	<ul style="list-style-type: none"> • You have the right to opt-out of any sharing of your personal information by Star One with third parties, except our sharing with (i) our third-party service providers and payment transaction processors to facilitate your services or transactions, (ii) our third party service providers who support us with our analysis of your account and service use, or (iii) other financial companies with whom we have a joint marketing agreement that protects your sensitive personal information. • Star One does not sell or share any member personal information to any non-service provider third party.

Your Sensitive Personal Information Protections

What is Sensitive Personal Information?

Sensitive Personal Information. Under California law your “Sensitive Personal Information means Personal Information that reveals information about your:

- Social Security Number,
- Driver’s license, state ID card or passport number,
- Account access (log-in) credentials and account/card number in combination with a security/access code (PIN/Password) to access your account,
- Precise Geolocation or biometric identification data about you,
- Racial or ethnic origin, religious or philosophical beliefs or union membership, or sexual orientation,
- Contents of your email, mail or text messages unless Star One is the intended recipient, and
- Genetic personal information.

**Star One
Collection of
Member
Sensitive
Personal
Information**

**Categories
of Member
Sensitive
Personal
Information We
May Collect**

Your sensitive personal information that we may collect may include:

- Social Security Number,
- Driver's license or passport number,
- Account access credentials,
- Geolocation or biometric data about you
- Racial or ethnic origin, and
- Contents of your email, mail or text messages unless Star One is the intended recipient.
- Religious beliefs, philosophical beliefs or union membership, or sexual orientation, may be collected but Star One does not currently collect this information.

**Purposes
for Which
Star One Uses
& Shares
of Member
Sensitive
Personal
Information**

**How We May
Use Member
Sensitive
Personal
Information**

We may use each category of sensitive personal information we collect for the following purposes:

- To verify the identity of the person conducting the account transaction or inquiry with us or our service providers
- To fulfill account or service requests that you initiate
- To prevent fraud or meet legal requirements.

We have never sold and we will not sell any of your sensitive personal information to anyone.

**How We May
Share Member
Sensitive
Personal
Information**

We may share your sensitive personal identifiable information with 1) our third-party service providers and payment transaction processors to facilitate your services or transactions, or 2) other financial companies with whom we have a joint marketing agreement that protects your sensitive personal information.

<p>How Long We Will Retain Member Sensitive Personal Information</p>	<p>We will retain your sensitive personal information so long as we need to use such information to maintain your account and services and as otherwise required by law, subject to your right request us to delete your sensitive personal information.</p>
<p>Your Rights to Protect Your Sensitive Personal Information</p>	
<p>Right to Limit the Use and Disclosure of Sensitive Personal Information</p>	<p>You have the right to request Star One to limit the use and disclosure of the following sensitive personal information of yours for purposes other than what is reasonable and beneficial to you: precise geolocation data; racial and ethnic origin; union members; contents of certain email or text messages, and biometric information.</p>
<p>Additional Rights and Protections</p>	
<p>Right to Equal Services & Pricing</p>	<p>You have the right to receive equal service and pricing from us even if you choose to exercise any of your privacy rights. We will not discriminate against you for exercising any of the consumer’s rights, including:</p> <ul style="list-style-type: none"> • denying accounts or services to you; • charging different prices or rates for accounts or services or imposing penalties; • providing a different level or quality of accounts or services to you or suggesting that you will receive a different price or rate for accounts or services or a different level or quality of accounts or services.
<p>Right to Opt-Out of Automated Decision-making Technology</p>	<p>You have the right to opt-out of Star One’s use of automated decision-making technology, such as automated loan approvals or other automated Star One marketing offers.</p>

How to Submit Requests to Star One or Contact Us for More Information.

You may submit your requests to Star One as follows:

In person – at any Star One branch

Mail: Star One Credit Union, P.O. Box 3643 Sunnyvale, CA 94088-3643

Email: service@starone.org

You may designate an authorized agent to submit requests on your behalf by providing us with your written authorization of the agent and nature of your request.

We will verify your request by using our current authentication practices including matching the identity information you provide with your request with your personal information we maintain on file.

Additional Online Privacy Protections

Use of Cookies Star One uses cookies when you visit our website.

These cookies are essential for enabling user movement around our website and providing access to features such as your member-only resources, online banking, and other secure areas of the website. These cookies do not gather information about you that could be used for marketing to you and do not remember where you have been on the internet and Star One does not track or sell this data. This category of cookies cannot be disabled.

California Do Not Track Disclosures.

Certain web browsers offer a “Do Not Track” (DNT) option that permits users to select a preference not to have information about web browsing activities monitored and collected. Our website will not honor DNT signals from you and we will not monitor or collect information of your browsing activity

Our Privacy Policy is posted on our website www.starone.org.

You can reach us: Toll-free at (866) 543-5202 or (408) 543-5202

Privacy Policy Changes. We reserve the right to amend this Privacy Policy at our discretion and at any time. We will post our amended Privacy Policy on our website or otherwise notify you as required by law.

Amendments to Privacy Policy

Star One may update this Privacy Notice at any time to reflect changes in our business, legal or regulatory requirements. If we may make any material changes to this Privacy Notice we will notify you before the changes are effective by mail or email if you have chosen email communication. Any changes to this Privacy Notice will be effective on the date we designate as the effective date or as required by law. Please visit <https://www.starone.org/privacy/> for our current Privacy Notice.

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San Jose

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