

These Agreements & Disclosures contain important membership information, necessary account disclosures, Electronic Services Agreement & Disclosures, Funds Availability Policy, and Wire Transfer Agreement. Please read these Agreements & Disclosures carefully and notify us if any parts are unclear.

Throughout these Agreements & Disclosures, the references to “we,” “us,” “our,” “RizeCU,” and “Credit Union” mean Rize Federal Credit Union. The words “you” and “your” mean each person applying for and/or using any of the services described herein. “account” means any account or accounts established for you as set forth in these Agreements & Disclosures. The word “Card” means any Visa debit card issued to you by us and any duplicates or renewals we may issue. Our personal computer/internet-enabled mobile device account access system is hereinafter referred to as “Digital Banking.” “E-Check” means any check which you authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

## Rize Federal Credit Union Membership

To apply for membership with RizeCU you must complete, sign and return an application for membership.

Your signature on your application for membership informs the Credit Union that you would like to join the Credit Union and that you agree to conform to the Credit Union’s Bylaws and Amendments.

Credit Union membership is granted to applicants within RizeCU’s common bond as outlined in the Credit Union’s Charter.

By signing your application for membership, you can confirm that you received these Agreements & Disclosures, including the Terms & Conditions that apply to your accounts.

## Account Agreement

You agree and acknowledge this agreement controls your account(s) with RizeCU, together with any other related document such as our Funds Availability Policy and Electronic Services Agreement and/or Agreements & Disclosures, all of which, to the extent applicable, are incorporated into this agreement by reference.

### Account Ownership

Commercial Accounts will only be opened by the Credit Union if any documentation we may request and is subsequently presented by you to the Credit Union is in a manner acceptable to our policies. The ownership status and titling of your account are determined by the legal structure of the business establishing such an account and will fall into one of the following categories. It is your responsibility to determine and understand any legal effects related to this type of account.

- ✔ **Sole Proprietorship Accounts**  
A sole proprietorship is a business in which one person owns all the assets, all the liabilities, and operates in their own personal capacity.
- ✔ **Partnership Accounts**  
A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- ✔ **Limited Partnership Accounts**  
A limited partnership exists if it consists of one or more persons who control the business and are personally liable for the partnership’s debts (general partners) and one or more persons who contribute capital and share profits but cannot manage that business and are liable only for the amount of their contribution (limited partners).
- ✔ **Limited Liability Partnership (LLP) Accounts**  
A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner’s supervision.
- ✔ **Limited Liability Company (LLC) Accounts**  
A limited liability partnership exists when a partner is not liable for a

negligent act committed by another partner or by an employee not under the partner’s supervision.

- ✔ **Corporation Accounts**  
A corporation is an entity, usually a business, that has authority under the law to act independently and distinct from the shareholders who own it. It also has the right to issue stock and exists indefinitely.
- ✔ **Nonprofit Corporate Accounts**  
A nonprofit corporation does not issue shares of stock as evidence of ownership but is instead owned by its members in accordance with a charter or agreement.
- ✔ **Unincorporated Nonprofit Association Accounts**  
A nonprofit corporation does not issue shares of stock as evidence of ownership but is instead owned by its members in accordance with a charter or agreement.

### Sole Proprietorship accounts

If your account is established as a sole proprietorship account, you should know you are the sole owner of the business and understand these accounts will only be opened by the Credit Union if the documentation presented by you is in a manner acceptable to our underwriting policies. You shall take all action necessary in the event of your death; your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of your account, provided the Credit Union has not received actual notice of your death prior to such payment being made. If you are doing business under an assumed name, you represent you have properly filed all required paperwork as set out in the laws of the state in which you are organized to do business. It is your responsibility to determine and understand any legal effects related to this type of account.

### Organizational, Partnership or Corporation accounts

If your account is established as an organizational, partnership or corporate account, you will supply the Credit Union with a separate authorization informing us of the authorized signers for the account and provide any other related documents if we request you to do so and you understand such accounts will only be opened by the Credit Union if the documentation presented by you to the Credit Union is in a manner acceptable to our underwriting policies. It is your responsibility to determine and understand any legal effects related to this type of account.

### Payment of accounts

Except for payees named on any check or other item drawn on your account, such account may only be paid to you and not any director, shareholder, partner or authorized signer as may be applicable.

### Authorized signers

If you establish your account with authorized signers, or you subsequently appoint any authorized signers, you understand and agree the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure their actions are in accordance with any instructions you have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change, must be in writing and a format acceptable to us. It is your responsibility to determine any legal effects related to the appointment of any authorized signers on your account.

### Arbitration

Any controversy or claim arising out of or relating to these Agreements & Disclosures or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All parties hereby waive and give up all rights to a jury trial or class action relief.

### Indemnity

You agree to indemnify and hold harmless the Credit Union and their successors and assigns from any claim, action, liability, loss, damage or suit arising out of any action or inaction on our part in connection with these

Agreements & Disclosures and/or your failure to abide by its terms. In the event of a claim, we shall provide you with reasonable and timely notice of such claim, and thereafter, you shall, at your own expense, defend, protect, and hold harmless the Credit Union against said claim or any loss or liability. In the event you fail to defend and/or indemnify and hold us harmless, then in such instance, we shall have full rights to defend, pay, or settle said claim on your behalf without notice to you and with full right of recourse against you for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorney's fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns, and personal representatives.

#### Power of Attorney

If you name a person to act as your attorney-in-fact or agent in any way with your account, we are only obligated to deal with such person if we, in our sole judgment, approve of the form of appointment and the supporting documentation.

#### Deposit of items

You may make deposits to your account using any method available from us, including deposits in person, by mail, or electronic means. We have the right to refuse to accept any check or instrument for deposit at our sole discretion. If you deposit an item and it is returned unpaid, we will debit your account for the amount of the item and charge you a fee as stated within our [Fees & Charges](#). You will be liable to us for the amount of any item you deposit that is returned unpaid, and in addition, you will be responsible for any of our costs and expenses incurred in the collection of such returned item from you, including reasonable attorney's fees. Subject to our Funds Availability Policy, you may not be able to withdraw funds from your account until we have received a final settlement for any items deposited. If you deposit on a Saturday, Sunday, or a holiday or after our predetermined cutoff hour on business days, the deposit will be credited to your account as of the next business day.

#### Collection and processing of items

In processing items you have deposited for collection, we are only your agent and assume no responsibility beyond the usual care. Any item deposited is subject to final settlement in cash or credit. We may use any method appropriate to collect items, which may include the use of a Federal Reserve Bank. We are not responsible for the acts of any third party we use for the collection of items, including responsibility for lost items. If we use a local clearing house in the collection of items, you authorize us to do so and to act in accordance with any applicable rules and regulations. We may allow you to withdraw funds from your account before a final settlement is made. However, if a final settlement is not made, we have the right to charge your account or otherwise require you to repay such funds. In processing items presented for payment on your account, we will pay such items each business day in the order in which they are received, which means the transactions may not be processed in the order in which they occurred. You could incur multiple fees in a single day should there be insufficient funds to pay for all items presented that day.

#### Overdraft Protection

To the extent permitted by law, you allow us to transfer funds from other accounts you may have with us in necessary multiples (or in such increments as we may from time to time determine) to your account to cover any overdraft. If you have a line of credit with us, transfers will be made first from your primary savings account; provided you have enough available funds in the account, then from your line of credit up to your available credit limit, and then we may elect to pay such overdraft, subject to any preference you have indicated to us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee as stated within our [Fees & Charges](#). You hold us harmless from any and all liability that might otherwise exist if a transfer does not occur.

#### Overdrafts

You understand and agree we may, from time to time, and at our sole

discretion, pay certain items in order to cover an overdraft and charge you a fee as stated within our [Fees & Charges](#) for doing so. You further understand payment of any overdrafts will be made in an order of our choosing. You hold us harmless from any and all liability that might otherwise exist if we do not pay an overdraft. If you want to opt-out, that is, if you prefer we not pay any check that would overdraw your checking Account.

#### Notice of receipt of ACH items

Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving Your Account and as permitted by law, we are not required to give you next-day notice of receipt of an ACH item, and we will not do so. We will continue to notify you of the receipt of payments in the periodic statements we provide to you.

#### Provisional payment (ACH origination)

Credits given by any receiving depository financial institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A) are provisional until the receiving depository financial institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the receiving depository financial institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and we shall not be deemed to have paid the receiver the amount of such entry.

#### Provisional payment (ACH receipt)

Credit given by us to you with respect to any automated clearing house credit entry is provisional until we receive a final settlement for such entry through a Federal Reserve Bank. If we do not receive a final settlement, you are hereby notified and agree we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

#### Choice of law

We may accept payments on your behalf for your account that have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments will be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involved in your account.

#### Expenses

If we incur any costs or expenses as a result of any attachment, garnishment, or levy against your account, you will reimburse us for such costs or expenses, or we may charge them to your account.

#### Inactive or dormant accounts

Inactive accounts (accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account fee as stated within our [Fees & Charges](#). If no activity occurs in your account within the time period specified by applicable state law, the property in your account may be subject to transfer to the appropriate state authority (escheatment). We have no liability if your account becomes dormant and is, therefore, subject to escheatment in accordance with applicable state law.

#### Lien impressment and setoff

You agree we may impress and enforce a statutory lien upon your accounts with us to the extent you owe us any money, and we may enforce our right to do so without further notice. We have the right to set any of your money or property in our possession against any amount you owe us. The right of setoff and our impressed lien does not extend to any Keogh, IRA or similar tax-deferred deposit you may have with us. If your account is owned jointly, our right of setoff and our impressed lien extends to any amount owed to us by any of the joint owners.

## Credit reporting notice

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

## Minimum balance requirements, fees and service charges

You agree to pay us any applicable fees or charges. You are responsible for any minimum balance requirements and deposit requirements called for in our Agreements & Disclosures provided to you when you opened your account. In any case, with proper notice to you, fees, charges, balance requirements, and deposit requirements may be changed by us from time to time.

## Restrictive legends

We are not liable for any consequences resulting from the payment of a check that contains a restrictive legend or other such limitation (e.g., "Void after 90 days," "Not valid over \$500," or "Two signatures required") unless we have previously agreed, in writing, to the restrictions and/or limitations.

## Suspension of services

We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At our discretion, we also have the right to pay any share draft presented for payment from your account after your account is closed or suspended and to recover this amount paid from you.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary share account balance below the \$5 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an account; or (f) caused a financial loss to the Credit Union.

## Assignability

You may not assign or transfer any interest in your account.

## Agreements & Disclosures

The Agreements & Disclosures provided to you at the time you opened your account and referred to throughout this agreement contain (a) a list of fees and charges applicable to your account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to your account. Your Agreements & Disclosures may be amended by us from time to time in a manner as prescribed by law.

## Stop payments

You can just ask us orally to stop payment on a check. For any such request to remain valid, however, you would also need to provide us with a written request within 14 days after you make any such oral request. Stop payment requests are also subject to the terms and conditions of the Stop Payment Request form related to any such request. Your request must be given to us in a timely manner, so we have a reasonable opportunity to act on your request. A written stop payment request is effective for six months. If, at the end of six months, you request us to continue the stop payment order, that request will be treated as a new request. We are not liable if we pay a check you have requested us to stop payment on as long as we act in good faith and exercise ordinary care.

In any event, any damages we might otherwise be liable for shall not exceed the amount of the involved share draft. If we do pay a share draft for which you have requested stop payment and, as a result, any other item is returned unpaid by us due to insufficient funds, we are not liable for any consequences resulting from such action. If your account is a joint account, any owner of the account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If you ask us to stop payment on a preauthorized transfer, your request will be processed under the provisions of our Electronic Services Agreement with you.

You may also ask us to replace a lost, destroyed, or stolen cashier's, teller, or certified check. If you do, you agree to execute a declaration of loss and

claim for reimbursement form together with any other documentation we may require, such as an affidavit. Regardless of the type of documentation presented to us, the request must be in a form acceptable to the Credit Union and given to us in a timely manner, so we have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of (a) the 90th day after the date of the check (or 90th day following the date of acceptance, in the case of a certified check); or (b) the date we receive the Declaration of Loss and Claim for Reimbursement together with any other required documentation.

## Share drafts and other account access devices

We may reject any share draft or other account access device that does not meet our acceptance standards, whether such standards are established by law, regulation or our own policy.

## Postdated, stale or overdraft share drafts

You understand postdating a share draft will not affect whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by us dated six months or more prior to the date of receipt. We may pay or not pay any postdated, stale, or overdraft share draft or other item presented for payment on your account without any liability.

## Share draft safekeeping

Share draft safekeeping is automatic on your account, and your canceled share drafts will not be returned to you. You understand canceled share drafts retained by us are later destroyed after a reasonable period of time. If you subsequently request a copy of a share draft and we are unable to supply it, then we shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

## Periodic statements

You will be given a periodic statement showing activity on your account. If you believe any statement reflects discrepancies, you must notify us of such discrepancies within 60 days from the date we mailed the statement to you. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of our Electronic Fund Transfer Agreement with you will control the resolution of the matter.

## Amendments

We may amend this Agreement at any time, in which case we will provide you with a notice of amendment as required by law or regulation.

## Notification of address change

You will notify us promptly in writing with your signature if you move or otherwise have a change of address. In the event we are unable to locate you, you agree to pay all fees associated with maintaining an invalid address in our records and any costs and locator fees incurred in our locating efforts.

## Waivers

You agree and understand our failure or delay to exercise any right, remedy, power, or privilege available to us pursuant to this Agreement shall not affect or disallow our future exercise of that right, remedy, power or privilege.

## Electronic communications

By applying for membership in the Credit Union, you authorize us to send you, from time to time and the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term account(s) you maintain with us. You also authorize us to send you electronic communications about any other accounts you may have with us from time to time, including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages."

You authorize us to contact you using any wireless, cellular, mobile or other phone number you have provided to us on your membership application and at any wireless, cellular, mobile or other phone number you may furnish to us or we may obtain for you in the future. We may contact you using any electronic means we choose, which may include, but is not limited to, voice messages, text messages and other similar electronic methods of

communication. If you have furnished us with any email address(es), you understand and agree we may send you email messages regarding your account(s) with us from time to time. If you have or subsequently enter into any separate consent to receive an electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent. You understand the nature of electronic communications, such that anyone with access to your wireless, cellular, mobile, or other telephonic device or email may be able to read or listen to such transactional or relationship messages from us. You agree any person or party sending or leaving these messages shall have no liability for any consequences that result from the interception of such messages by any other party. Without a limit, you also agree you are responsible for paying all costs you may incur as a result of any contact method we choose, including, but not limited to, charges for telecommunications, wireless and/or internet charges.

#### Prohibited internet gambling transactions

All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through your account. Such transactions include those involving the use of (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

#### Governing law

This Agreement shall be governed by the laws of the State of California, except to the extent federal law controls.

#### Account Disclosures

The following disclosures contain important information and the Terms & Conditions of any account or accounts you may have with us. Whenever used, APY means Annual Percentage Yield.

##### ✔ Business Prime Savings account

###### Variable rate information

This Account is subject to a variable rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement, which we have included and made a part of this disclosure.

###### Minimum balance requirements

The minimum deposit required to open an account is \$5. In order to earn the disclosed APY, you must maintain a balance that is at least equal to \$250 in your account each day.

###### Transaction limitations

During each calendar month, you may not make more than six withdrawals from or transfers to another Credit Union account of yours or a third party by means of a preauthorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If you exceed these limitations, your account may be subject to closure by the Credit Union.

##### ✔ Business Money Market Savings account

###### Tiered variable rate information

This account is subject to a tiered variable rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement, which we have included and made a part of this disclosure.

###### Minimum balance requirements

No minimum balance requirements apply to this account.

##### ✔ Business Premier Money Market Savings account

###### Tiered variable rate information

This account is subject to a tiered variable rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement, which we have included and made a part of this disclosure.

###### Minimum balance requirements

No minimum balance requirements apply to this account.

##### ✔ Small Business Checking Account

###### Dividend information

No dividends are paid on this account.

###### Minimum balance requirements

The minimum deposit required to open this account is \$25.

###### Transaction limits

No transaction limitations apply to this account.

##### ✔ Commercial Advantage Checking account

###### Variable rate information

This account is subject to a variable rate. For the current dividend rate and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement, which we have included and made a part of this disclosure.

###### Minimum balance requirements

The minimum deposit required to open this account is \$100.

###### Transaction limitations

No transaction limitations apply to this account.

##### ✔ Business Term Certification account

###### Fixed-rate information

##### ✔ This account is subject to a fixed rate. For the current dividend rate and corresponding APY, refer to the separate page titled Account Disclosure Rate Supplement, which we have included as part of this disclosure.

###### Minimum balance requirements

For the minimum balance required to open this account, refer to the separate page titled Account Disclosure Rate Supplement. You must maintain a balance equal to the minimum balance required to open your account each day to obtain the disclosed APY and to keep your account open.

###### Transaction limitations

Once your account is established, you may not make additional deposits prior to the maturity date.

###### Maturity date

Your account will mature after the term indicated on the separate page titled Account Disclosure Rate Supplement.

###### Early withdrawal provisions

We will impose a penalty if you withdraw any principal before the maturity date. For terms to maturity, less than or equal to 91 days, the penalty imposed will equal all accrued dividends (except to the extent the penalty will equal seven days' dividends if such withdrawal occurs within seven days of account opening). For accounts having a term greater than 91 days but less than or equal to 12 months, the penalty imposed will equal 90 days of dividends. For accounts having a term greater than 12 months, the penalty imposed will equal 180 days of dividends.

###### Renewal policies

Your account will renew automatically at maturity; you will have a grace

period of seven calendar days following the maturity date to make deposits or withdrawals without penalty.

## General terms applicable to all accounts

- **Member in good standing**

The account services described in these Agreements & Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan;
- a primary share account balance below the \$5 minimum;
- an unresolved deposited returned check;
- unpaid and uncollected Credit Union fees;
- a negative balance on an account; or
- caused a financial loss to the Credit Union.

- **Minimum balance requirements**

To be a member and maintain accounts with us, you must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$5. If the balance in your regular share account drops below one share for six months or more, we may close your account.

- **Nonsufficient funds returns**

Any share draft or preauthorized transfer, or transaction made through the use of your ATM or debit card, or other electronic means, as applicable, including any in-person transaction, presented to us for payment on your account when your account lacks sufficient collected funds to pay any such item may, at our option, be returned for nonsufficient funds or we may honor any such item and charge you a fee as stated within our [Fees & Charges](#) for doing so.

- **Overdraft balance calculation**

When processing transactions that debit or credit your account, we start each business day with your final account balance from the preceding business day. The final balance takes into account all of the debit and credit transactions settled that business day pursuant to our Funds Availability Policy, as well as any other debits or credits to your account that were finally settled that day, as described above in the "deposit of items" and "collection and processing of items" sections of the Account Agreement. This starting balance at the beginning of a business day (the preceding business day's final balance) is sometimes referred to as your "actual balance." As credits and debits to your account are received by us, we add them to and subtract them from your actual balance. Examples of credits include but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits settled that day, and cash deposits made to one of our tellers. Examples of debts include but are not limited to checks drawn on your account that are presented to us for payment together with such checks that are returned unpaid and subsequently represented for payment, electronic fund transfer (EFT) debit transactions, such as preauthorized payments and settled EFT debits, and all reinitiated EFT debit transactions, such as preauthorized payments, memo-posted EFT debits we authorized but have not been settled, and all Credit Union fees and charges. As noted above, these examples are not an exhaustive list and should not be construed as such. The result of this calculation at any given point in time is called your available balance.

To figure out whether an overdraft has occurred, we use your available balance. First, we add all of the settled credit transactions to the beginning actual balance. Then, we subtract all of the debit transactions settled that day. We also subtract all the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction we process when your account has, or will have, a negative

available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, you are responsible for paying any overdraft fees and charges assessed in connection with our payment of an overdraft, as well as any NSF fees charged to your account when we dishonor and return an item for insufficient funds. It is your responsibility to know your account balance, and if you have any questions, you should contact a Credit Union representative.

- **Variable rate information**

For all dividend-bearing accounts, the dividend rate and APY may change each dividend period based on the determination of the Credit Union's Board of Directors.

- **Withdrawal of interest prior to maturity**

For all certificate accounts, the Annual Percentage Yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

- **Nature of dividends**

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

- **Additional transaction limitations**

For all accounts, except checking accounts, the Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

- **Compounding and crediting**

For all dividend-bearing accounts, dividends will be earned daily for each day on which your balance exceeds the minimum balance requirements for your account. The dividend period is monthly for all dividend-bearing accounts, except Business Prime Savings and Business Term accounts, and dividends will be compounded and credited to your account monthly.

For Business Prime Savings accounts, dividends will be compounded quarterly and credited quarterly. For Business Term accounts, dividends will be compounded and credited at maturity.

Except for Money Market accounts, we will not pay any accrued but uncredited dividends at the time you close your account.

For Money Market accounts, we will pay any accrued but uncredited dividends at the time you close your account.

- **Balance computation method**

For dividend-bearing accounts, dividends are calculated using the daily balance method, which applies a daily periodic rate to the balance in the account each day.

- **Accrual on noncash deposits**

For all dividend-bearing accounts, dividends will begin to accrue on the first business day following the business day you deposit noncash items (e.g., checks) into your account.

- **Fees and charges**

Any fees and charges applicable to your account are disclosed in our [Fees & Charges](#) section.

## Electronic Services Agreement & Disclosure

This is your Electronic Services Agreement & Disclosure. It includes necessary disclosure statements and any special instructions regarding the use of your Visa debit card, our personal computer/internet-enabled mobile device Account Access system, [Digital Banking](#), each with their personal identification numbers (PINs) and/or access codes, and any checks you authorize to be processed electronically (eCheck).

### Visa Debit Card, Digital Banking & eCheck Agreement

This agreement applies to any electronic fund transfer made to or from your account(s) by you or by any user who has access to your account with

actual, apparent, or implied authority for use of your account. Electronic fund transfers to and from your account can be made through the use of, but may not be limited to the following: (a) your card in automated teller machines (ATMs) or at any place it is honored including those transactions made through the use of the appropriate PIN in conjunction with your card; (b) any check which you authorize the payee to process electronically; and (c) our [Digital Banking](#) system. An electronic fund transfer is any transfer of funds which is performed through the use of your Visa Debit Card, eCheck, our [Digital Banking](#) system, or other electronic device. You understand your card and any PINs and/or access codes are issued by us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of your card is subject to the following terms. You agree: (a) to abide by our rules and regulations as amended relating to the use of the card; (b) we may follow all instructions given to machines; and (c) not to use your card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law. Each withdrawal by you, or anyone else to whom you give your PIN or to whom you allow access to your account, will be charged to your share or share draft account and will be treated as though it were a withdrawal except: (1) we may charge withdrawals in any order we determine; and (2) we cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an electronic fund transfer that exceeds the balance in your share and/or share draft account. In the event any such transfer occurs, you agree to immediately pay us the overdrawn amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions processed each day.

#### Issuance of personal identification numbers (PINs) and/or access codes

You may request separate personal identification numbers (PINs) and/or access codes to be used in conjunction with your Visa Debit Card, Telephone Banking and [Digital Banking](#). Your use of your PIN or access code is your authorization to us to withdraw funds from your share account or your share draft account to cover such transactions.

#### Ownership of access devices

Your card and/or any other account access device will remain our property and any such card or other account access device we may issue may be cancelled or its use restricted by us at any time without notice, except as may be required by applicable law. You agree to surrender any such card and/or access device and to discontinue its use immediately upon our request. You will be required to return any account access device(s) to us immediately upon the closing of your account.

#### Other agreement

If electronic fund transfer transactions involve other agreements you have with us, the terms of those agreements will apply as well.

#### Business days

Every day is a business day except Saturdays, Sundays and holidays.

#### Delayed funds availability notice

Subject to our Delayed Funds Availability Policy, deposits made at RizeCU locations may not be posted to your account until they are received and verified by us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See our Funds Availability Policy Disclosure for our policy regarding the availability of your deposits.

#### Types and limitations of services

##### ✔ Visa Debit Card transactions

You may use your card and PIN in any of our network of ATMs and such other machines or facilities as we may designate to (a) deposit cash and checks to your account(s), (b) withdraw cash from your primary share and share draft account(s), not to exceed the available funds in your account (share and share draft combined); (c) transfer

funds between your share and share draft account(s); (d) obtain advances on your line of credit account with Us; and (e) make balance inquiries on Your primary share and share draft Account(s) with Us.

You may also use your card to purchase goods and services (POS) at any business establishment where the card is accepted, not to exceed the available funds in your account, primary share, share draft and line of credit combined.

##### ✔ Digital Banking transactions

You may use our Digital Banking system in conjunction with your PIN and/or access code, an internet connection, and a personal computer and/or internet-enabled mobile computing device (e.g., a smartphone or tablet) for the following services: (a) transfer funds between your share, share draft, and line-of-credit accounts; (b) verify your share and share draft account balances; (c) make loan payments from your share and share draft accounts; and (d) make miscellaneous inquiries on Credit Union services that affect your account. [Digital Banking](#) operates 24 hours every day. If you attempt to use the system and receive a message indicating "the system is not available," please try again later when service is restored.

Through the use of the [Digital Banking](#) platform, you may access Bill Pay to make the following types of transactions on designated accounts: (a) authorize the Credit Union to issue payments on your behalf, subject to an aggregate daily limit of \$9,999.99; (b) check the status of payments previously authorized through the Bill Pay system; and (c) transfer funds from your share to your share draft account. In order to use Bill Pay for such transactions, you must have a linked account with us. By completing a Bill Pay transaction, you authorize us to post any such payments to your linked account. Payments will be made by check or electronic transfer and will be sent to the payee on the business day you designate it to be sent. Requests for payments to be sent on the same day as the date of your request must be received by us not later than the cutoff time for the current business day in order for it to be sent that business day. If you schedule a payment to be made before closing on a business day, we are open; we will consider that day to be the day of your request. However, if you schedule a payment to be made after closing or on a day we are not open, we will consider the request made on the next business day we are open. The Credit Union cannot guarantee the time any payment will reach any of your payees and accepts no liability for any service fees or late charges levied against you. Payments requested to be sent on dates that do not exist in a given month (e.g., February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will also be sent on the prior business day.

Additionally, through the use of an internet connection and an internet-enabled mobile computing device (e.g., smartphone or tablet), an imaging application/device, and an access code and/or user ID, you may also use our [Digital Banking](#) platform to access our Remote Deposit system in order to initiate the deposit of checks into your savings and checking account(s) you have with us (this service is not available through the use of a personal computer). You understand and agree the remote deposit of items into your deposit accounts with us through the use of Remote Deposit is not subject to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) or Regulation E (12 CFR 1005.1 et seq.). The remote deposit of items into your designated deposit accounts with us is instead governed solely by the terms and conditions set forth in the separate Remote Deposit Terms & Conditions.

##### ✔ eCheck transactions

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check (eCheck) to (a) pay for purchases or (b) pay bills.

##### ✔ Notification of preauthorized deposits

If you have arranged to have direct deposits made to your account at least once every 60 days from your employer, the Federal government, or another payer, you can call [800.866.6474](tel:800.866.6474) or [Contact Us](#) to find out whether or not the deposit has been made.

#### ✓ Right to stop preauthorized payments

If you want to stop any preauthorized payments, call [800.866.6474](tel:800.866.6474) or [Contact Us](#) in time for us to receive your stop payment request three business days or more before the payment is scheduled to be made. If you call, you must put your request in writing and get it to us within 14 days after you call. Contact the third party to be sure a third party does not bill you again for the stopped payment or cancel the entire preauthorized payment arrangement.

#### ✓ Notice of varying amounts

If regular preauthorized payments may vary in amount, the person you are paying will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment or when the amount falls outside certain limits.

#### ✓ Our liability for failure to stop payment

If you order Us to stop one of your preauthorized payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for losses or damages to the extent provided by law.

#### ✓ Transaction slips

You can get a receipt at the time you make any transaction to or from your account (except for [Digital Banking](#), mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, you will receive a monthly statement to reflect all electronic fund transfers to or from your account during that statement period. In any case, you will receive a statement at least quarterly.

#### ✓ Fees

We may assess reasonable charges against your account for electronic fund transfers. If so, we will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to you when you open your account. Refer to our [Fees & Charges](#) and [Digital Banking](#) information. When you use an ATM not owned by us, You may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

#### ✓ Liability for failure to complete transactions

If we do not properly complete a transaction to or from your account according to this agreement, we will be liable for your losses or damages. However, we will not be liable if: (a) your account does not contain enough available funds to make the transaction through no fault of ours; (b) the ATM where you are making the transfer does not have enough cash; (c) the terminal was not working properly, and you knew about the breakdown when you started the transaction; (d) circumstances beyond our control prevent the transaction despite reasonable precautions we have taken; (e) your card is retrieved or retained by an ATM; (f) your card or PIN has been reported lost or stolen, and we have blocked the account; (g) the money in your account is subject to legal process or other claims; (h) there are other lawful exceptions established by us and you are given proper advance notice of them; (i) you exceed any limits on your account; and (j) the Visa card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

#### ✓ Liability for unauthorized use

Call [800.866.6474](tel:800.866.6474) or [Contact Us](#) immediately if you believe your card or PIN has been lost or stolen or if you believe an electronic fund

transfer has been made without your permission using information from your check. You could lose all of the money in your account (plus your maximum overdraft line of credit, if applicable).

In case of errors or if you have questions about electronic transfers

Call [800.866.6474](tel:800.866.6474) or [Contact Us](#) immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

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

If you tell us verbally, we may require you to send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so 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 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made. All references to 45 business days will be 90 business days if your notice of error involves an electronic fund transfer that (a) was not initiated within a state, (b) resulted from a point-of-sale debit card transaction, or (c) if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made. If we decide there is no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred.

#### ✓ Unauthorized transfers

To report a lost or stolen card, PIN, access code, or any combination thereof, call [800.866.6474](tel:800.866.6474) or [Contact Us](#) immediately. You should also call if you believe a transfer has been made using the information from your check without your permission.

#### ✓ Foreign transactions

For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions initiated in a foreign currency, you will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. dollars, you will be charged 1.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United

States are deemed to occur in the foreign country where the merchant or other party is located.

✓ **Disclosure of account information**

We may disclose information to third parties about your account or transfers you make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order or any legal process; or (4) if you give us written permission.

✓ **Termination**

We may terminate your right to use your card, PIN, or access code, or cancel this agreement at any time upon written notice. You may request termination of these services in writing.

✓ **Change in terms**

We may change the terms and charges for the services shown in this agreement and may amend it from time to time upon proper notice to You.

✓ **Governing law**

This agreement is controlled and governed by the laws of the State of California except to the extent such laws are inconsistent with controlling federal law.

## Funds Availability Disclosure

These are the Terms & Conditions whenever you request a wire transfer of funds from your account(s) with us based on your written request. We will provide wire transfer services to initiate domestic and international transfers for you, subject to the terms of this agreement, which you agreed to by signing your application for membership with us when your account was established.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 et seq.).

We are authorized to charge your account for the payment of wire transfer requests. If more than one account is designated, we may charge any of the designated accounts unless you give us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of your designated accounts with us to another account you have with us, to any other financial institution, or to a third party or account of a third party maintained with us or any other financial institution. Except as provided by applicable law, there are no restrictions or limitations on the amounts that may be ordered or requested or on the location or address of the beneficiary of a transfer unless you give us written instructions to the contrary.

The party(ies) named in your application for membership are the authorized persons who may issue payment orders to us for the initiation of wire transfers or to receive phone calls from us, in accordance with this agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to us under this agreement for any account designated in your application for membership. For confirmation purposes, we may call any party designated in your application for membership. If more than one authorized person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be made in compliance with our cutoff hours, which we establish from time to time. We are not responsible for the accuracy of a routing number you supply in your wire transfer request. Wire transfer requests received by us after our cutoff hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide you with telephonic notice of rejection. If we are unable to reach you by phone, we may, at our option, give you notice of rejection in writing. If we accept a wire transfer request consistent with this agreement, you agree that any such transfer requests we receive are effective as your transfer

request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after we receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by you prior to the time we execute such payment order, but we have no liability if your cancellation or amendment is ineffective.

You agree to reexecute this agreement or to execute a new agreement if changes are necessary. Your application for membership designates any account that may be charged in relation to wire transfer requests. It also identifies all parties that you have authorized to issue wire transfer requests or to receive telephonic confirmations from us. All modifications or additions to your application for membership must be in writing.

You agree to pay us the amount of any transfer request that we transmit pursuant to this agreement when we execute a payment order to carry out your wire transfer request. You will not make any wire transfer request that would cause you to exceed the available balance in the account designated to pay the transfer request. If a payment order is executed that creates an overdraft, with or without our prior consent, you agree to pay us the overdraft amount and any overdraft fees immediately upon our demand. We have the right to set the amount of any overdraft against the balance in any of your accounts with us, and we may exercise any rights we have under any agreements that grant us security for the payment of your liabilities or obligations to us.

You understand and agree the payment of a wire transfer request may be made by us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number that you have provided for a beneficiary, even if the number identifies a person different from your intended beneficiary. You also understand and agree we, or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution, which you have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one you intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers you have provided to initiate a wire transfer are accurate. You will be liable to us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by you or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which you provided to us.

You agree to examine any statement or confirmation which we send you and to notify us within 30 days after the mailing date on any statement or confirmation of any discrepancy or error. If you fail to notify us of any discrepancy or error within the required time period, you agree we are not liable to pay interest or reimburse you for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) only individuals named in your application for membership shall issue wire transfer requests to us, and (b) we reserve the right to telephonically contact any individual named in your application for membership for the purpose of confirming a transfer request, regardless of amount, although we have no obligation to do so. If we cannot obtain a confirmation that is satisfactory to us, then we reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request other than to verify the name given by such party corresponds to a party named in your application for membership. If, for any reason, we are not satisfied a wire transfer request was issued by an



authorized party or confirmed by an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures that you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised, and you shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided we act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds whether such other parties were selected by you or us. We are not required to make a wire transfer on the day a wire transfer request is received unless the wire transfer request is received within a reasonable time before any cutoff hour we have established. We will generally use the funds transfer system, but we may use any means and routes we, in our sole discretion, consider suitable for the transmission of funds.

You agree we have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board, which limits, in the aggregate, the amount we can transfer from time to time during any business day, provided, however, we will promptly notify you of any such failure or delay. We will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by us that are subject to this agreement, regardless of whether we know or should have known such damages might be incurred. We are not responsible for any attorneys' fees you might incur.

We may terminate this agreement at any time by giving you written or verbal notice. Unless we terminate this agreement, the agreement shall remain in effect until we receive written notice of termination from you and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this agreement to any other party.

This agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the appendices, to the extent any wire transfer request is carried out. Terms that are not defined in this agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which we are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this agreement, this agreement shall be governed by the laws of the state in which we are chartered.

We may amend this agreement, from time to time, by sending you a copy of any amendment at least 30 days prior to its effective date. This agreement may also be amended in writing and signed by you and us. No representation or statement not expressly contained in this agreement or any amendment shall be binding upon you or us.

If any provision of this agreement is prohibited by applicable law, such prohibition shall apply only to that provision, and all other provisions of the agreement shall remain in full force and effect.