

account agreement & truth-in-savings disclosure



> important documents / please keep for your records

ACCOUNT AGREEMENT & TRUTH-IN-SAVINGS DISCLOSURE

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ACCOUNT AGREEMENT & TRUTH-IN-SAVINGS DISCLOSURE

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

PART I. PAYMENT OF DIVIDEND RATES

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

For all accounts except Term Share Certificate Accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every dividend period as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the accompanying Dividend Rate Sheet, which is incorporated by this reference.

For all accounts except Term Share Certificate Accounts, Money Market Accounts and dividend earning Share Draft/Checking Accounts, dividends will be compounded quarterly and will be credited quarterly. For these accounts, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar quarter is January 1, and the ending date of the first dividend period is March 31. All other dividend periods for these accounts follow this same pattern of dates. The dividend declaration date follows the ending date of the dividend period, and for this example is April 1. For Money Market and dividend earning Share Draft/Checking Accounts, dividends will be compounded monthly and will be credited monthly. For these accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for this example is February 1. Dividends on term share (certificate) accounts are compounded and will be credited as set forth in my Term Share Certificate when issued.

If I close my account before dividends are credited, I will not receive the accrued dividends.

Balance Computation Method: Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Dividends will begin to accrue on the business day I deposit cash and non-cash items (e.g., checks) to my account.

PART II. TERMS AND CONDITIONS

1. I must be and remain a member in good standing to maintain any account. In order to become a member, I must pay a one time non-refundable Membership Fee of \$5.00 and deposit \$5.00 (the par value of a share) in a Membership Share/Savings Account. No Membership Fee is required if I am 18 years of age or younger when I open my account. If I reduce my Membership Share/Savings Account balance below the \$5.00 minimum and do not increase the balance to at least the par value of one (1) share within six months after the reduction, I may be terminated from membership at the end of a dividend period. I may not obtain any additional services with you (i.e. checking account, loans). I understand that if I do not retain a balance of \$5.00 in my Membership Share/Savings Account, I may be terminated from membership.
2. All accounts (except Share Draft/Checking Accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except Share Draft/Checking Accounts, during any calendar month, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If I exceed the transfer limitations set forth above in any calendar month, my account will be subject to closure by you.
3. I understand that you reserve the right to waive the enforcement of any of the provisions of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect your right to enforce any of your rights with respect to later transactions and is not sufficient to modify the terms and conditions of this Agreement. In addition, your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written or electronic instructions.
6. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
7. I understand and agree that you may not accept for deposit or encashment items made payable to a person or entity other than an owner on my Account even if the payee has endorsed the item.
8. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.

9. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
10. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may review checks or other items drawn on my account manually, I understand and agree reasonable commercial standards do not require you to do so.
11. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction.
12. You reserve the right to close any account(s) discovered to be deliberately manipulated to your detriment and/or your membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
13. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure and/or the Account Signature Card shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
14. You reserve the right to require me to give not fewer than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Share Draft/Checking Accounts.
15. I understand and agree that Individual, Joint, Trust (Totten or Passbook) and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
16. Ownership for the Membership Share/Savings Account and all sub-accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing an additional Signature Card(s) and a new account number will be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
17. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to:
UMe Federal Credit Union, P.O. Box 7767, Burbank, California 91510-7767.
18. In the event of failure to notify you promptly of a change in address, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed in accordance with your Bylaws.
19. I agree to notify you immediately of the death or court-declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
20. All non-cash payments shall be credited subject to final payment. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy in Part IV of this Agreement and Disclosure for further details.
21. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You also may charge back any amount of accrued or paid dividends related to the returned check.
You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited, or cashed, check charged back to my account. At your option, you may tell me by telephone or in writing, if a check has been returned unpaid and the amount of the fee charged.
22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which subsequently is returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by me or a prior endorser.
23. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.

24. All accounts are subject to your Schedule of Fees and Charges, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner), except my IRA Accounts. (Only fees related to IRA Accounts will be deducted from IRA Accounts). If sufficient funds are not available, the charges are payable on demand and will be treated as an overdraft.
25. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale checks or seek your permission to pay them. You may assess a Special Handling fee upon receipt of such an item.
26. If there has been no activity on any of my accounts with you for twelve (12) months, you may charge a monthly Dormant Account Maintenance Fee as set forth on the Schedule of Fees and Charges to cover your costs for statements, etc.
27. California law states that inactive account balances in Share/Savings, Share Draft/Checking, and Matured Term Share (Certificates) Accounts must be turned over ("escheat") to the state after a period of three (3) years since the last time I:
- increased or decreased the amount of any funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
 - Corresponded in writing or electronically with you concerning any of my account(s); or
 - Otherwise indicated an interest in any of my account(s) as evidenced by a memorandum on file with you.
- My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.
- You may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state. To recover funds turned over to the state, I must file a claim with the state.
28. You may, but are not obligated to, transfer funds from my savings accounts or loan accounts on my written request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. However, if funds are not available for the transfer on the day authorized, the transfer will not occur.
- If I have authorized automatic loan payments from my account and if my complete loan payment is not made from the account and suffix I selected, you will charge me a Non-Sufficient Funds (NSF) fee after the 4th attempt. The fee will be added to my loan balance as set forth in the Schedule of Fees and Charges. The automatic transfer will continue to try to collect the funds.
29. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
30. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account, and that these records for the time frame required by law will be available to me. I agree to pay applicable fees for those copies.
31. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to my account that you reasonably believe is valid. You may charge a Compliance With Legal Process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.
32. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim For Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check.
33. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
34. You are not responsible for any loss or damage which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
35. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement I will read "INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in Part III of this Agreement and Disclosure.
36. In the event that a negative balance is created in any of my accounts (whether due to ATM activity, non-sufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you which are then in default, I understand and agree that you may transfer funds to such account from any other loan and/or deposit account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the

negative account balance or the outstanding financial obligation which is then in default.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account.

I pledge all paid shares and deposits and payments thereon, which I now have or hereafter may have with you to the extent of all unpaid balances due you. In case of default, I hereby authorize you to apply any and all such funds to the payment of the unpaid balances. However, I retain full access to any and all shares on deposit not specifically pledged as collateral. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an IRA Account or a KEOGH account

37. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
38. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement or by law with respect to my account must be commenced within one year after the cause of action occurs.
39. I agree to indemnify, defend and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability and expense (not including attorneys' fees) which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
40. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
41. The use of my account(s) is subject to such other terms, conditions and requirements as you may establish from time to time and about which I will be given the required notice.
42. This agreement shall be construed in accordance with the provisions of the UCC.
43. I understand and agree that all funds in an account remain subject to liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.
44. I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account and overdraft source(s) will be subject to non-sufficient fund (NSF) fees.
45. The availability of Member Services shall be limited for members and/or any joint account holder, co-borrower and/or cosigner (collectively hereinafter referred to as "members") who are not in good standing with you. This policy shall extend to any member not in good standing who seeks Member Services whether directly or indirectly through a Credit Union account with another member. I will not be considered to be in "good standing" with you, if:
- I fail to comply with the terms and conditions of any lawful obligation with you and it causes you to suffer a pecuniary loss of \$50.00 or more;
 - I manipulate or otherwise abuse your services or products to the detriment of the Credit Union's membership;
 - I engage in threatening, disruptive, harassing or illegal behavior or otherwise injure any person or property while on your premises or at any of your functions. The determination of whether I am in "good standing" with you will be made pursuant to the sole discretion of your Senior Management. "Member Services" are hereby defined as any products or services now or hereafter provided by or sponsored by you or otherwise made available to your members, which services shall include, but are not limited to: loans, deposit accounts, Share Draft/Checking Accounts, ATM services, and EFT services.
- Notwithstanding the foregoing, if my access to Member Services is limited pursuant to the foregoing, I shall be permitted to maintain a dividend-bearing (balance of \$100.00 or more) Membership Share/Savings Account with you and shall be permitted to vote at annual and special meetings subject to your bylaws and policies. In the event that I have limited access to Member Services due to threatening, disruptive, harassing or illegal behavior or for injuring any person or property on your premises, your Senior Management, at its sole discretion, may limit any further contact with you to written communication through the U.S. mail only.
46. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or home banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.
47. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
48. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON DEATH (POD) DESIGNATIONS:

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

TERMS AND CONDITIONS APPLICABLE TO TRUST ACCOUNTS (TOTEN TRUST):

1. I may open this account individually or with a joint owner(s) acting as Trustee(s) who name another as beneficiary(ies) on the Account Signature Card. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. The owner(s) named on the Account Signature Card reserve the right to revoke such trust in whole or in part, at any time by executing and delivering to you a request for withdrawal or pledge of funds of the whole or a part of the account, and such trust shall be revoked as to the whole or part to which such request relates.
3. In the event of my death or, if the account is held by more than one person, upon the death of my survivor owner(s), then and only then, you shall pay such account funds to the Beneficiary if then living (if more than one Beneficiary is designated then equally to those Beneficiaries living at the later of the date of my death or the death of my survivor owner(s)).
4. A right of survivorship or a Beneficiary designation in such a passbook trust account cannot be changed by a will.

TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNT:

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

TERMS AND CONDITIONS APPLICABLE TO UNIFORM TRANSFERS TO MINORS ACT ACCOUNTS:

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act, and I agree to the applicable terms and conditions set forth in

this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.

3. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
4. Custodial accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

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

TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS:

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card, holding a current Business License or Fictitious Name Statement filed with the proper county and/or state. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship named on the Account Signature Card which you receive for deposit. Funds received are not withdrawable until collected.
2. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

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

1. The person(s) named on the Account Signature Card duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the constitution, bylaws or otherwise, any one (1) of the signatories, as named on the Account Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Account Signature Card are the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
2. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL MEMBERSHIP SHARE/SAVINGS ACCOUNTS:

1. The minimum deposit required to open the Membership Share/Savings Account is the purchase of a \$5.00 share (par value of a share). The minimum deposit required to open Special Savings accounts is \$5.00.
2. I must maintain a minimum average daily balance of \$5.00 in my Membership Share/Savings Account to avoid closure and termination of membership. If, during any month, my average daily balance is below the required minimum, my account will be subject to closure and termination of membership in accordance with Article III, Section 3 of the Credit Union's Bylaws.
3. I must maintain a minimum average daily balance of \$100.00 in my account to obtain the disclosed Annual Percentage Yield (APY). If I am 18 years of age or younger or if the account is an IRA Savings, the minimum is \$25.00 to obtain the applicable Annual Percentage Yield (APY).
4. Withdrawals in person or by verbal telephone request that exceed eight (8) per calendar quarter are subject to an Excessive Transaction fee unless my average daily balance is \$1000 or more.

TERMS AND CONDITIONS APPLICABLE TO SPECIAL SAVINGS ACCOUNTS:

1. Holiday Savings Account deposits may be made in any manner including payroll deduction. Withdrawal of the balance in the account will be made on the first business day each November by automatic transfer to my checking account or to the Membership Share/Savings Account of my choice.
2. Summer Savings Account (Year Round Pay Plan) deposits may be made in any manner including payroll deduction. Withdrawals are made by automatic transfer of half of the balance at the end of July and the second half at the end of August each year. Funds will be transferred automatically to my checking account or to the Membership Share/Savings Account of my choice.

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. The minimum balance required to open any checking account is \$25.00.
2. Gold Checking Account (no longer offered): I understand that a Gold Checking Account allows unlimited check writing, has no monthly service fee, and is a non-dividend earning account.
3. Platinum Checking Account (no longer offered): I understand that a Platinum Checking Account is a dividend earning account and is subject to a Monthly Service Fee with the following exceptions:

- (1) Savers Option: I maintain an average daily balance of \$5,000.00 in my account to avoid a Monthly Service Fee. If, during any month, my average daily balance is below the required minimum, my account will be subject to a Service Fee for that month.
- (2) 50 Plus Option: I am at least 50 years of age and use your electronic Direct Deposit Program of my net paycheck, retirement or Social Security check in my account to avoid a Monthly Service Fee. If, during any month, I cease to use your Direct Deposit Program, my account will be subject to a Service Fee for that month.
4. Personal Checking Account: I understand that a Personal Checking Account is a dividend earning account and is subject to a Monthly Service Fee with the following exceptions:
- (1) eStatement Option: I sign up and receive monthly and quarterly account statements by electronically via eStatements to avoid a Monthly Service Fee. If, during any month, I cancel eStatements and electronic delivery of monthly and quarterly statements, my account will be subject to a Service Fee for that month.
- (2) 60 Plus Option: I am at least 60 years of age.

NOTE: I must maintain a minimum average daily balance of \$2,500.00 in my Checking Account to earn the disclosed Annual Percentage Yield (APY).

5. You may, at your discretion, but you are not obligated to, nor shall you be liable for, refusal to pay funds from this account:
- a. When such payment would draw the account below the minimum balance for the account, as established from time to time by you ("overdrafts").
- b. If drawn by means not authorized in advance by you.
- c. Against checks presented over six (6) months past their dates.
6. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to me of any kind.
7. If you have made a good faith payment to a holder, you may charge my account according to:
- a. The original terms of my check; or
- b. The terms of my completed check, unless you have notice that any such completion is improper.
8. I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I also may stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend and hold you harmless for all claims, actions and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

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

9. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated or our organization is dissolved.
10. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
- a. Any holder in due course on the check against the drawer or maker;
- b. The payee, or any other holder of the check against the drawer, or maker either on the item or under the transaction out of which the item arose; and
- c. The drawer or maker against the payee or any other holder of the check, with respect to the transaction out of which the check arose.
11. You may, without liability, accept, pay, guarantee or charge checks to the account in any order convenient to you.
12. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages that I prove. In the event of a dishonor of any check, share draft or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.
13. I agree that in the event I draw a check on my account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check

by me or a prior endorser that obscure any depository endorsement placed by you or your agent.

14. Share Draft/Checking Account overdrafts may be paid by transfer from a savings account but not if as a result of such a transfer, that savings account would be subject in any one month to more than six pre-authorized, automatic or telephone transfers with no more than three by check, draft, debit card or similar order. Transfers initiated by telephone must be counted among the six monthly transfers. There are no limits on the number of withdrawals if initiated in person, and no limit on the number of withdrawals paid directly to me when initiated by mail, telephone or messenger.
15. If overdrafts are to be covered by a transfer of funds from my Share Draft/Checking Account(s), such transfer(s) generally will be made only if there are sufficient funds on deposit at the time of transfer. If you "Courtesy Pay" an item (when there are insufficient funds in the account and overdraft sources) there will be a "Courtesy Pay" fee applied to the account being debited. Generally, it will be your practice to transfer funds from a member's designated overdraft protection account(s), usually primary savings. An overdraft transfer fee will apply for each transaction as set forth in the Credit Union's Fee Schedule.

The Credit Union is not obligated to pay any item presented for payment if the account does not contain sufficient collected funds. However, if the member has a Qualified Account (as defined below), the Credit Union may, at its sole discretion, consider approving such member's reasonable overdrafts as a non-contractual courtesy. The Credit Union may refuse to pay an overdraft at any time, even if the account is otherwise a Qualified Account and even if the Credit Union has previously paid overdrafts for such member. This discretionary service will generally be limited to a maximum of \$800.00 per Qualified Account, and this limit will include all applicable non-sufficient funds and/or overdraft fees. As used herein, a "Qualified Account" shall mean that all of the following requirements have been satisfied: A) the account has been open for at least 120 days with the applicable minimum balance requirement; B) the member has made regular deposits sufficient to cover transactions; C) the account has not been overdrawn for more than 35 consecutive days at any one time; D) the member is not delinquent (past 45 days) in any obligation to the Credit Union; and E) there are no legal orders or levies, such as a bankruptcy or tax lien, outstanding against the account. F) Member is a California Resident.

Members will be notified by mail of any non-sufficient funds items paid or returned that the account may have. However, the Credit Union has no obligation to notify the accountholder before it pays or returns an item. The amount of any overdrafts, plus applicable fees is due and payable upon demand. If the Credit Union pays an overdraft on an account with more than one (1) owner on the signature card, each owner, and/or agent where applicable, drawing/presenting the item, (thereby creating the overdraft), are jointly and severally liable for such overdrafts plus our non-sufficient funds and/or courtesy pay fee(s). Collection steps will be taken on accounts whose balances have been negative for more than thirty-one (31) calendar days.

Opt-In: In order to participate in this Courtesy Pay feature for Debit Card, ATM and POS transactions, I must complete a Courtesy Pay Opt-in form which can be obtained from the Member Support Center.

Opt-Out: An account can be removed from coverage of any future Courtesy Pay overdrafts by signing the Opt-Out waiver form that can be obtained from the Member Support Center.

Account Fees: Whether the Credit Union pays a Non-Sufficient Funds item under this Courtesy Pay Policy, a per-item fee will be charged to the member's accounts as, respectively, either a Non-Sufficient Funds or Courtesy Pay Fee, as set forth in your Fee Schedule.

Courtesy Pay Disclaimer: UME Federal Credit Union's Courtesy Pay service is a non-contractual courtesy and is discretionary. It is not an actual or implied obligation of the Credit Union and the Credit Union may refuse to provide the courtesy on any checking account at any time and from time to time and may be withheld or withdrawn by the Credit Union without prior notice, reason, or cause. No member has a contractual right to Courtesy Pay.

16. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
17. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft any of our savings or loan accounts (including accounts on which we are joint owners except IRA accounts).
18. I may not pledge any or all of the funds on deposit in this account as security for any loan(s).
19. If this is an ORGANIZATION account (i.e., corporate, partnership or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
20. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
21. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs charged by the printer, plus a Credit Union Order Processing fee set forth on the Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
22. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any statement. Additional copies will be subject to an assessment of a check copy fee. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.

23. If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
24. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service.
25. I agree that you are under no obligation to pay a share draft/check which is presented more than six (6) months after its date; you may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the Schedule of Fees adopted by you and as amended from time to time.
26. All checks written on my account must be drawn in U.S. dollars.

TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET SAVINGS ACCOUNTS:

1. The minimum deposit required to open this account is \$1,500.00.
2. I must maintain a minimum average daily balance of \$1,500.00, \$10,000.00, \$50,000.00, or \$100,000 in my account to obtain the Annual Percentage Yield (APY), as disclosed on the Current Dividend Rates for the four separate Money Market Savings Accounts. Withdrawals below the minimum average daily balance will reduce my earnings.
3. I may not pledge any of the funds on deposit in the account as security for any loan(s).

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE CERTIFICATE ACCOUNTS:

1. A Term Share Certificate Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Term Share Certificate, which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open this account is \$2,000.00 or the applicable "match the rate" minimum which will be indicated on the Certificate. The minimum deposit required to open a Jumbo Certificate is \$50,000.00.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my applicable "IRA Simplifier" - which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open an IRA savings account is \$25.00. Additional deposits are permitted to contributory IRAs only. The minimum deposit required to open an IRA Certificate is \$2,000.00.
3. I may not pledge any of the funds on deposit in the account as security for any loan(s).
4. Certain federal and state penalties apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
5. IRA accounts are subject to an Annual Account Maintenance Fee and if transferred to another custodian, a Transfer Fee.
6. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
7. Funds in an Individual Retirement Account will escheat to the state if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a. Increased or decreased principal;
 - b. Accepted payment of principal or income (dividends);
 - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

III. (A) DISCLOSURE OF FUNDS AVAILABILITY FOR ALL ACCOUNTS EXCEPT TERM SHARE (CERTIFICATE) ACCOUNTS

Holds to Statutory Limits on All Deposits | MY ABILITY TO WITHDRAW FUNDS

Your policy is to delay the availability of funds from my cash and check deposits. During the delay, I may not withdraw the funds in cash and you will not use the funds to pay checks that I have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT: The length of the delay is counted in business days from the day of my deposit. Every day is a business day except

Saturdays, Sundays and federal holidays. If I make a deposit before 5:00 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 5:00 p.m. on a business day that you are open; or, on a day you are not open, you will consider that the deposit was made on the next business day you are open.

THE LENGTH OF THE DELAY VARIES DEPENDING ON THE TYPE OF DEPOSIT AND IS EXPLAINED BELOW.

SAME-DAY AVAILABILITY: Funds from electronic direct deposits to my account will be available on the day you receive the deposit.

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

- U.S. Treasury checks that are payable to me
- Wire transfers
- Checks drawn on UMe Federal Credit Union

If I make a deposit in person to one of your employees, funds from the following deposits also are available on the first business day after the day of my deposit:

- Cash
- State and local government checks that are payable to me
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to me

If I do not make my deposit in person to one of your employees (for example, if I mail the deposit), funds from these deposits will be available on the second business day after the day of my deposit.

Other Check Deposits

The first \$200 from a deposit of local checks will be available for withdrawal on the first (1st) business day of a deposit. In addition to the first \$200 of a deposit, the Credit Union will make \$400 of these funds available for withdrawal no later than the end of the second (2nd) business day following the banking day of deposit. The remainder of the funds must be made available for withdrawal at the start of the third (3rd) business day following the banking day of deposit. Saturday and Sunday are not considered business or banking days.

Example: If I were to deposit a \$1,000 check on Monday, \$200 would be available on Tuesday, and \$400 would be available for cash withdrawal by 5:00 p.m. on Wednesday. The remainder of the funds would be available for check-writing or cash withdrawal on Thursday morning.

LONGER DELAYS MAY APPLY

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

1. You believe a check I deposit will not be paid.
2. I deposit checks totaling more than \$5,000 on any one day.
3. I redeposit a check that has been returned unpaid.
4. I have overdrawn my account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of my deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 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 (1st) business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000.00 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits to new accounts may not be available until the eleventh (11th) business day after the day of my deposit.

DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate may not be available until the fifth (5th) business day after the day of my deposit. This rule does not apply at ATMs that you own or operate.

All ATMs that you own or operate are identified as your machines.

III. (B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote

speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

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

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

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "you," "your," and "yours" mean UMe FEDERAL CREDIT UNION. My acceptance, retention or use of an ATM or Visa® Debit Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer with the Visa® Debit Card: pre-authorized deposits of net paycheck, payroll deductions, pre-authorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), pre-authorized withdrawals for bill payments and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs, such as the CO-OP Network, Audio Response Electronic Telephone Banking (Touch-Tone Banking), Online Banking, and Point of Sale (POS) Transactions, and such other systems and features may be added from time to time. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to other electronic transfer services to my checking account, savings account, Visa® Credit Card, Personal Line of Credit and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure. Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 5:00 p.m. each business day except Wednesday, when you open at 10:00 a.m. ATMs, POS terminals, Touch-Tone Banking and Online Banking, generally, are open, but not always accessible, 24 hours a day, 7 days a week. Touch-Tone Banking and Online Banking may be unavailable temporarily due to Credit Union system maintenance or technical difficulties including those of any Internet service provider or Internet software.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my 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 I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions:

Telephone you at: (818) 238-2900, or write you at UMe Federal Credit Union, P.O. Box 7767, Burbank, CA 91510-7767, or email you at info@umecreditunion.com as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. However, you may have up to twenty (20) days to determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with Visa Operating Rules and Regulations, I will receive provisional credit for Visa Check Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

For errors involving point of sale or foreign-initiated transactions, you may take up to ninety (90) calendar days to investigate my complaint or question.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

Your Liability for Failure to Make or Complete Electronic Funds Transactions.

If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, Point of Sale terminal, Touch-Tone Banking, Online Banking or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My ATM Card, Visa Credit Card or Visa Debit Card has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my ATM Card PIN, Visa Credit Card PIN, Visa Debit Card PIN, Touch-Tone Banking Personal Access Code or Online Banking PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Line of Credit limit or Visa Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

Charges for Electronic Funds Transaction services. All charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges, which accompanies this Disclosure and Agreement. A stop-payment placed on a pre-authorized electronic Payment is subject to a fee, as disclosed in the Schedule of Fees and Charges, for each stop payment order I give. There also may be a charge assessed if I overdraw my Share Draft/Checking Account by the use of an ATM Card or Visa Debit Card. If I request a copy of the documentation relative to an ATM or Point of Sale transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Checking or Share/Savings Account.

Change in Terms. You may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend, modify, delete from, or add to this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability. You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, see your "Disclosure of Funds Availability Policy" or contact a Credit Union Representative.

Termination of Electronic Funds Transaction services. I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice with or without cause. If I ask you to terminate my account or the use of an ATM Card, Visa Debit Card or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

Account Access. My Account, the Card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling.

However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

Relationship to Other Disclosures. The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

Copy Received. I acknowledge receipt of a copy of this Disclosure and Agreement.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If I have arranged to have pre-authorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following applies to me:

Account Access. Pre-authorized deposits may be made to my Share/Savings Account(s) or Share Draft/Checking Account.

Notification of Pre-authorized Deposits. If I have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to my account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I

have not made such an arrangement, I may telephone you at (818) 238- 2900 and you will advise me whether or not the pre-authorized deposit has been made.

Documentation of Pre-authorized Deposits. Generally, I will receive a monthly account statement for each month in which a pre-authorized deposit is made, but at least quarterly if no pre-authorized deposits are made. However, if the only electronic fund transaction service I have with you is pre-authorized deposits, then you reserve the right to send me a quarterly statement only.

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES

If I have requested a pre-authorized payment to a third party from my Credit Union Checking Account, the following applies to me:

Account Access. Pre-authorized payments may be set up from my Checking Account, only.

Right to Receive Documentation of Pre-authorized Payment.

Initial Authorization. I can get copies of the pre-authorized payment documentation from the third party being paid at the time I give them the initial authorization.

Notice of Varying Amounts. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

Periodic Statement. I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

Right to Stop Pre-Authorized Payment. If I want to stop any of the pre-authorized payments or revoke a pre-authorized payment authorization, I must call you at: (818) 238-2900, or write you at P.O. Box 7767, Burbank, CA 91510-7767, in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you, also, may require me to put my request in writing and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and Charges. If I have given you a request to revoke this entire pre-authorized payment authorization, I understand and agree that I also must contact the third party promptly to cancel (revoke) the entire pre-authorized payment authorization and provide you with a copy of my written revocation notice to the third party.

Your Liability for Failure to Stop Payment. If I order you to stop one of my pre-authorized payments no fewer than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

Liability for Unauthorized Electronic Payments. I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Touch-Tone Banking Transactions."

ADDITIONAL DISCLOSURES APPLICABLE TO TOUCH-TONE BANKING

Touch-Tone Banking is a telephone banking service, which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Touch-Tone Banking, you will provide me with a Personal Access Code, for access to your Touch-Tone Banking System. Before making my first transaction, I must select a new Access Code if I received my Code from you.

Types of Available Transactions.

I may use Touch-Tone Banking to:

- Make transfers between my accounts;
- Make inquiries regarding account balances and loan payment data;
- Make transfers to make loan payments;
- Make withdrawals from any Share/Savings Account(s) (except from IRAs or from the principal of a Certificate Account) or Share Draft/Checking Account or advances on my Personal Line of Credit by Credit Union check issued in the name of the member appearing first in the Account Signature Card mailed to my address of record.
- Verify cleared checks.

You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions.

- Account withdrawals by me through Touch-Tone Banking are unlimited, to the extent I have funds available in my account, or from my Line of Credit Account.
- For security reasons, in the event my Personal Access Code is lost or stolen, transactions I can make on Touch-Tone Banking may be restricted.

Touch-Tone Banking Personal Access Code.

I understand that I cannot use Touch-Tone Banking without an identification number, which you refer to as a Touch-Tone Banking Personal Access Code, and that I will receive my Personal Access Code by separate mail or I will select my Personal Access Code at your office. I am responsible for the safekeeping of my Personal Access Code and for all transactions made by use of Touch-Tone Banking.

I will notify you immediately and send written confirmation if my Personal Access Code is disclosed to anyone other than the joint owner of my account. If I disclose my Personal Access Code to anyone, however, I understand that I have given them access to my account via Touch-Tone Banking and that I am responsible for any such transactions.

I further understand that my Personal Access Code is not transferable and I will not disclose the Personal Access Code or permit any unauthorized use thereof.

ADDITIONAL DISCLOSURES APPLICABLE TO THE ATM ELECTRONIC FUNDS TRANSACTIONS

If I requested that you issue me an ATM Card or Visa Debit Card to be used to transact business at any of your proprietary ATMs or any ATM belonging to the Shared Network System of ATMs, or activated a Visa Credit Card to obtain advances at ATMs bearing the Visa logo (whichever is applicable), then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that will be sent to you.

Types of Available Transactions and Limits on Transactions. Types of currently available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (nonproprietary ATMs), (for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

- Account Access. The ATM services which you make available to me and which are covered by this Disclosure and Agreement are:
- Deposits to my Share/Savings Account, Share Draft/Checking Account, and Money Market Account at your proprietary and CO-OP Network ATMs only (items must be with the account owner as named payee);
- Withdrawals from my Share/Savings Account, Share Draft/Checking Account, and Money Marketing Account at your proprietary ATMs or CO-OP Network and shared Network ATMs;
- Transfers between my Share/Savings Account to my Share Draft/Checking Account or Line of Credit Accounts;
- Balance inquiries at your proprietary ATMs and CO-OP and shared Network ATMs;
- Advances on my Visa Credit Card line at ATMs bearing the applicable Visa logo.

You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services generally are available at ATMs and on the CO-OP Network and Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused as an "invalid transaction" by the Shared Network ATMs. Withdrawals at a Shared Network System terminal are subject to a service charge. When I use an ATM not owned by you, or a POS terminal, I may be charged a fee by the ATM or POS terminal operator or any network used (and I may be charged a fee for a balance inquiry at an ATM even if I do not complete a fund transfer). Any fees charged will be deducted from my Checking or Share/Savings Account.

Limitations on Frequency and Dollar Amount of Transactions.

- Withdrawals from most ATMs are limited to a maximum of \$500 per transaction and \$500.00 per 24-hour period. Note, however, that withdrawal limitations may vary between Networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
- Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at some Shared Network machines generally is \$20.00.
- For security reasons, in the event my ATM Card, Visa Credit Card or Visa Debit Card or the PIN is lost or stolen, transactions I can make on the ATM System may be restricted.

Overdraft to Line of Credit.

I understand that if I have an overdraft line of credit in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or VISA Debit Card to overdraw my Share Account or Checking Account, or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

- Overdrawn Share Account: You will withdraw funds from my Checking Account or make a cash advance from my Line of Credit Account, if any, or make a withdrawal from other accounts on which I am a joint owner.
- Overdrawn Checking Account: You will make a cash advance from my Line of Credit Account, if any, or withdraw funds from my Share Account or make a withdrawal from other accounts on which I am a joint owner.
- Overdrawn Line of Credit: You will withdraw funds from my Share Account or Checking Account, or other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

My ATM and/or my Visa Debit Card. An ATM Card or Visa Debit Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

- I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
- I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;

(3) I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

I understand that I should use caution at all times when using an ATM. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; when possible, bring a companion along, especially at night; observe the area for anything unusual or suspicious; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the ATM; avoid counting my cash at the ATM; lock the doors and roll up all but the driver's window when using a drive-up ATM and keep the engine running; stand close to the ATM and away from others in line to avoid detection of my PIN or other account information; put my cash away as soon as the transaction is complete; do not leave my receipt at the ATM or POS terminal; and immediately report all crimes to the ATM or POS operator and to local law enforcement officials. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me from the ATM, I should quickly go to a safe area that is well-populated and well-lit. I should report any incident to the police as soon as possible.

Personal Identification Number (PIN). I agree to memorize my PIN(s) and will not write it on the Card(s). If I forget the number, I may contact you and you will send me a new PIN at the charge set forth in your current Schedule of Fees and Charges. I may come into your office and select my own PIN at no charge.

Ownership of ATM Card or Visa Debit Card. The Card remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

Making Electronic Fund Transactions. I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of ATMs.

ADDITIONAL DISCLOSURES APPLICABLE TO VISA DEBIT CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS

Types of Available Transactions and Limits on Transactions.

By use of my Visa Debit Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

Account Access. I may use my Card to withdraw cash from my Share Draft/Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions and others who honor the Card(s).

I understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against the Checking Account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from the Checking account.

Limitations on Frequency and Dollar Amounts of Transactions. I may make cash advances and purchases only to the extent that I have available funds in my Share Draft/Checking Account plus available funds in my overdraft protection plan (Share Savings and/or Easy Access Overdraft Protection Line of Credit), plus available Overdraft Privilege (ODP) funds, but not to exceed \$500 in any 24 hour period. For security reasons, there may be limits on the number of these transactions that may be authorized.

Returns and Adjustments (Visa Debit Cards). Merchants and others who honor Visa Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Share Draft/Checking Account.

Foreign Transactions. Purchases, cash advances, and credits using my Visa Debit Card made in foreign countries and foreign currencies will be billed to me in U.S. dollars. The conversion rate to U.S. dollars will be made in accordance with the operating regulations for international transactions established by Visa International, Inc. The exchange rate between the transaction currency and the billing currency used for processing international transactions is 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 the government-mandated rate in effect for the applicable central processing date, plus one percent (1%). The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING, MOBILE BANKING, AND BILL PAYMENT SERVICES (BILLPAY)

Online Banking and Mobile Banking is your electronic banking service that allows access to my accounts without assistance from your staff by using the Credit Union website through the use of my personal computer, mobile phone, or remote computer terminal, communications software, a modem and my own selected Online Banking PIN.

Minimum System Requirements. In order to conduct transactions through Online Banking with you, the following computer system requirements must be satisfied: any type of computer that can access the internet, an Internet Service Provider, and a web browser with version IE 6, Firefox 3.0, or Safari 4.0 browser or higher.

I understand that the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's use of any of them or arising in any way from the

installation, use, or maintenance of my personal computer hardware, software, or other equipment.

Account Access. Online Banking is available for my Share/Savings Accounts, Share Draft/Checking Account, Money Market Account and Line of Credit Account and most other savings account(s) (other than IRA accounts) using my PIN specific to this service.

Types of Available Transactions. I may use my Online Banking:

1. For balance inquiries;
2. To view or download account history for up to the past year;
3. To transfer funds among and between my accounts at the Credit Union;
4. To transfer funds among and between my accounts at the Credit Union and other financial institutions;
5. To make withdrawals from my Share/Savings Account(s) (except for IRAs or Term Share Certificates) or Share Draft/Checking Account(s) or advances on my Line of Credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my address of record;
6. To make loan payments by transfers from my Share/Savings Account(s), Share Draft/Checking Account or Money Market Account; and
7. To access BillPay from my designated Share Draft/Checking Account (requires separate registration).

You may offer additional services in the future and, if so, I will be notified of them.

Limitations of Frequency and Dollar Amount of Transactions.

1. Withdrawals from my Share/Savings Account(s), Share Draft/Checking Account(s) or loan advances on my Line of Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction as listed below.
2. All withdrawals or transfers from a savings or Share Draft/Checking Account are limited to the extent of clear funds available in the account.
3. All loans advances are limited to the amount available from my Line of Credit.
4. There is no charge for Online Banking, Mobile Banking, or BillPay.

Authorization. I authorize you to charge my designated account(s) for any transactions accomplished through the use of Online Banking, including the amount of any recurring payment that I make, as shown on the Schedule of Fees and Charges. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through the Service.

Eligibility. I understand and agree that in order to use Online Banking and Mobile Banking, I must have an account in good standing and a PIN with you.

Online and Mobile Banking PIN. I understand that I cannot use Online Banking or Mobile Banking without a member identification number, which you refer to as a PIN. I AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

I am responsible for the safekeeping of my PIN and for all transactions made by use of Online Banking. I will notify you immediately by phone and send written confirmation if my PIN is disclosed to anyone other than the joint owner of my account. If I disclose to anyone (including, without limitation, an account aggregate service provider), however, I understand and agree that I have given them access to my account via Online Banking and I am responsible for any such transaction. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PIN. I further understand and agree that my PIN is not transferable and I will not disclose it or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a website, I may be required to give my Credit Union PIN to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

Joint Accounts. If I utilize the Service to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my PIN is utilized shall be considered authorized by me.

BillPay Services Agreement. In addition to the Online Banking terms and conditions, the following additional terms and conditions apply to BillPay services: All payments made through BillPay will be deducted from my designated checking account. Any payee I wish to pay through BillPay must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you, and the account I am paying must be in my name.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by payee). If I do not allow sufficient time, I will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

IMPORTANT: Payment may take up to five (5) days for each vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring bills from my designated checking account.

The Bill Payment service provider is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement. The Credit Union and the BillPay service provider are not liable for any damages I incur if I do not have sufficient funds in my designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the BillPay service provider.

You will overdraft from my Line of Credit Account, or Visa Credit Card Account, according to the instructions I have given you if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment, or rescheduling the payment through BillPay service. Insufficient available funds will prevent you from making more payments until resolved. I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

You may charge my designated checking account on the day that a check or other transaction is presented to you directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

This Agreement, and the applicable fees and charges, may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment over Online Banking. My use of the BillPay service, following the receipt of such notice, constitutes acceptance of such amendment.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If I have authorized a one-time transfer of funds from my account to be transferred via ACH, where I have provided a paper check or check information to a merchant, or other payee, in person, or by telephone, to capture the routing, transit, account, and serial numbers to initiate the transfer electronically (an "Electronic Check Transaction"), the following applies to me:

Types of Available Transactions. I may authorize a merchant, or other payee, to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I, also, may authorize a merchant, or other payee, to debit my checking account for returned check fees or returned debit entry fees. I may make such transfers via ACH where I have provided a paper check to enable the merchant, or other payee, to capture the routing, transit and account numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the customer, the merchant, or other payee, or the payee's financial institution; or I have provided the merchant, or payee, with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access. Electronic Check Transactions may be made from my Share Draft/Checking Account only.

Limitations on Dollar Amount of Transactions. I may make Electronic Check Transactions only to the extent that I have available clear funds in my Share Draft/Checking Accounts, or available funds in my designated overdraft sources.

Overdraft to Line of Credit. I understand that if I have an overdraft Line of Credit in conjunction with my Share Draft/Checking Account then I may use that Line of Credit to fund any overdraft on my Share Draft/Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Share Draft/Checking Account or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Share Draft/Checking Account by making a cash advance from my Line of Credit Account, if any, or withdraw funds from my saving account(s), or make a withdrawal from other accounts on which I am a joint owner, or pay by Overdraft Privilege, if available.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM, POINT OF SALE, TOUCH-TONE BANKING, ONLINE BANKING AND ELECTRONIC CHECK TRANSACTIONS

Right to Receive Documentation of Transaction.

1. Transaction Receipt. I will receive a receipt at the time I make any transfer to or from my account using one of the ATMs or POS terminals. I should retain this receipt to compare with my statement from you.
2. Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using the Visa Debit Card at ATMs, POS terminals, Touch-Tone Banking, Online Banking, Mobile Banking, or Electronic Check Transactions which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least annually.
3. Online Banking Transaction. I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Services Charges.

My Liability for Unauthorized Transactions and Availability of Prompt Reporting. I must tell you AT ONCE if I believe my checks, ATM Card, Visa Debit Card or my Touch-Tone Banking Personal Access Code, ATM Card PIN, Online Banking Password, Visa Debit Card PIN (collectively "Checks, Card(s) and/or PIN(s)") has been lost or stolen. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my Account (plus my maximum Overdraft Protection Line of Credit). However, if I believe my Checks, Card(s), PIN(s), or Access Codes have been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 (does not apply to accounts used for business purposes) if someone used my checks (in an electronic check transaction), Card(s), PIN(s), or Access Codes without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Checks, Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a Visa consumer card including credit, or debit card for transactions that take place on the Visa network system, I understand that Visa Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN(s).

Also, if my statement shows transfers that I did not make, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time. If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you will extend the time period.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction. If I believe my Checks, Card(s) and/or PIN(s) has been lost or stolen, or that someone will, or may, use it to transfer money from my account without my permission, I must telephone you at: (818) 238-2900, or after business hours, for a Visa Debit or Credit Card, at (800)-682-6075, or write you at: UMe Federal Credit Union, P.O. Box 7767, Burbank, California 91510-7767.

I, also, should call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS (REGULATION "D")

Any combination of pre-authorized, automatic, telephone, Online Banking and Touch-Tone Banking withdrawals or transfers from Savings Accounts are limited to no more than six (6) transfers in each calendar month.

However, I may make an unlimited number of withdrawals from or transfers among my own Share/Savings Accounts by mail, messenger or in person at the Credit Union or at an ATM. I, also, may make an unlimited number of withdrawals from my Share/Savings Accounts through the Credit Union's Touch-Tone Banking, if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

VERIFICATION

All transactions affected by use of the ATMs, POS terminals, Touch-Tone Banking, Online Banking, or Electronic Check or other electronic transaction contemplated hereunder which would otherwise require my "wet" signature, or other authorized "wet" signature, shall be valid and effective as if "wet" signed by me when accomplished by use of the Card, PIN, or Access Code or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my Share Draft/Checking Account, the checking account deposit slip should be included.

U.S.A. PATRIOT ACT -

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask 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.

IV. INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S.

resident alien for tax purposes. If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties. Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee. If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- (1) An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- (2) The United States or any of its agencies or instrumentalities,
- (3) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- (4) A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- (5) An international organization or any of its agencies or instrumentalities.
- (6) Other payees that may be exempt from backup withholding include:
- (7) A corporation,
- (8) A foreign central bank of issue,
- (9) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- (10) A futures commission merchant registered with the Commodity Futures Trading Commission,
- (11) A real estate investment trust,
- (12) An entity registered at all times during the tax year under the Investment Company Act of 1940,
- (13) A common trust fund operated by a bank under section 584(a),
- (14) A financial institution,
- (15) A middleman known in the investment community as a nominee or custodian, or
- (16) A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for...	THEN, the payment is exempt for...
Interest and dividend payments:	The individual
Broker transactions:	Exempt payees 1 through 13. Also, a person registered under the Investment Advisors Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends:	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000*:	Generally, exempt payees 1 through 7**

*See Form 1099-MISC, Miscellaneous Income, and its instructions.

**However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester:

For this type of account:	Give name and SSN of:
(1) Individual	The individual
(2) Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account*
(3) Custodian account of a minor (Uniform Gift to Minors Act)	The minor**
(4a) The usual revocable savings trust (grantor is also trustee)	The grantor-trustee*
(4b) So-called trust account that is not a legal or valid trust under state law	The actual owner*
(5) Sole proprietorship or disregarded entity owned by an individual	The owner***

For this type of account:	Give name and EIN of:
(6) Disregarded entity not owned by an individual	The individual
(7) A valid trust, estate, or pension trust	Legal entity****
(8) Corporate or LLC electing corporate status on Form 8832	The corporation
(9) Association, club, religious, charitable, educational, or tax-exempt organization	The organization
(10) Partnership or multi-member LLC	The partnership
(11) A broker or registered nominee	The broker or nominee
(12) Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.	The public entity

*List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
**Circle the minor's name and furnish the minor's SSN.
***You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
****List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special Rules for Partnerships.
Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at (800) 829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them, via:

website: www.consumer.gov/idtheft

phone: 1-877-IDTHEFT(438-4338)

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return.

The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.