

MEMBERSHIP *makes the*

difference!

**Member Services
Agreement
and Disclosures**

FINANCIAL CENTER CREDIT UNION

Better Than A Bank!

Look to
FINANCIAL CENTER
for All of Your
Financial Needs

Loans for Anything and Everything

Vehicle loans – new and used
RV, camper and trailer loans
Motorcycle loans
Boat loans
Bill consolidation loans
Signature loans
Share secured loans
Vacation/Holiday loans
Visa credit cards
Home improvement loans
Home equity loans
Real Estate loans

Checking That Pays

Dividend bearing
Overdraft protection from shares or FCCU visa
No minimum balance
No per check charges
No monthly service charge

Convenient Access

BURT on-line loans
BURT on-line home banking
BURT audio response
BURT-Pay
Local ATM locations

Additional Services

Member Financial Services
Money orders
Wire transfers
Payroll deduction/Direct deposit
Theme park tickets

Share Savings Account

Special Share Account

Share Certificate Account

IRA Account

IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of Financial Center Credit Union's Member Services Agreements and Disclosures. The table of contents below is provided for easy reference.

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MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers the rights and responsibilities concerning your accounts and the rights and responsibilities of Financial Center Credit Union (credit union). In this Agreement, the words **you** and **yours** mean anyone who signs an Account Card or Account Change Card (Account Card or any other account opening document). The words **we**, **us**, and **our** mean the credit union. The word **account** means any one (1) or more share or other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Deposit Receipt accompanying this Agreement, the credit union's bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY — To join the credit union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the credit union's bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies.

2. INDIVIDUAL ACCOUNTS — An individual account is an account owned by one (1) member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

3. JOINT ACCOUNTS — A joint account is an account owned by two (2) or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account regardless of who contributed the funds in the account.

4. POD/TRUST ACCOUNT DESIGNATIONS — A Payable on Death (POD) account or trust account designation is an instruction to the credit union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiaries/payees. If there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

5. ACCOUNTS FOR MINORS — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners.

6. AGENCY DESIGNATION ON AN ACCOUNT — An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

7. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

d. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

8. ACCOUNT ACCESS —

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

c. Credit Union Examination. We may disregard information on any check or draft other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

d. Demand Drafts. The Credit Union may pay and charge to the applicable share draft account, share drafts drawn by and payable to any person, organization, association or corporation that has been authorized by an account owner to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such share drafts shall be the same as if it were a share draft drawn and signed by any account owner(s) personally. This authority shall remain in effect until revoked by an account owner in writing. It is agreed that the Credit Union shall be fully protected in honoring such share drafts. It is further agreed that if any such share draft is dishonored, whether with or without cause, and whether intentionally or inadvertently, we shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

9. ACH & WIRE TRANSFERS — Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If

we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

10. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

11. TRANSACTION LIMITATIONS —

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly: for example, (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure.

12. CERTIFICATE ACCOUNTS — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

13. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The credit union’s determination of an insufficient available account balance may be made at any time between presentation and the credit union’s midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

14. POSTDATED AND STALEDATED DRAFTS — You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

15. STOP PAYMENT ORDERS —

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner’s account. To be binding the order must be in writing, dated, signed, and must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This exact information is necessary for the credit union’s computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier’s check, teller’s check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney’s fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

16. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution’s negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

17. CHECKS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

18. REMOTELY CREATED CHECKS — For purposes of this paragraph, “account” means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner’s signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner’s printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

19. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

You agree that the Credit Union has the right to offset against any account of any account owner to cover any amount owing to the Credit Union for any reason. You understand that this means we have the right to impress and enforce a statutory lien against the account owner(s) share and dividends in the event of your failure to satisfy any financial obligation due and payable to us. You understand that the Credit Union may enforce this right without further notice.

Account Owner(s) agree(s) to promptly repay any overdrafts and related fees. Account Owner(s) provide(s) ongoing consent to allow the Credit Union to use any funds in the account, including Social Security/SSI, public benefits, or other funds automatically deposited (ACH) into the account, to satisfy any overdraft condition.

20. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

21. ACCOUNT INFORMATION — The Credit Union makes credit available to its members on a regular basis. You authorize the Credit Union to obtain consumer reports in connection with credit and business transactions involving your account, including but not limited to applying for membership, the opening of a share or share draft account or the issuance of an ATM card, check card, or other service provided by the Credit Union, and you authorize any person, association, or corporation to furnish on request of the Credit Union, information concerning your affairs. You also authorize the Credit Union to furnish information concerning your account to consumer reporting agencies.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

22. NOTICES —

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You are responsible for notifying us of any change to your e-mail address if you are signed up for financial e services.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

23. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

24. STATEMENTS —

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the credit union and will not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within **14** days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the credit union’s retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

25. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

26. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change Form and accepted by us.

27. TERMINATION OF ACCOUNT — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

28. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

29. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

30. SEVERABILITY — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

31. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

32. GOVERNING LAW — This Agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

33. NEGATIVE INFORMATION NOTICE — We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

D10007 custom Rev. 03/07

FUNDS AVAILABILITY POLICY

This Disclosure describes your ability to withdraw funds from all your accounts at Financial Center Credit Union except for funds deposited to certificate accounts. The Credit Union reserves the right to delay the availability of funds deposited to certificate accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.

- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

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

6. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

7. FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

FAPM00, 2008

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Financial Center Credit Union (credit union). In this agreement, the words **you** and **yours** mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words **we**, **us**, and **our** mean the credit union. The word **account** means any one or more share and share draft accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

1. EFT SERVICES — If approved, you may conduct any one or more of the EFT services offered by the credit union.

a. MATT ATM. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the credit union, networks, and such other machines or facilities as the credit union may designate. At the present time, you may use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry the network logo(s).

The following limitations on the frequency and amount of ATM transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one day.
- You may withdraw up to a maximum of \$405.00 in any one day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one day.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- Maximum ATM withdrawal and POS transactions combined of \$705.00 per day, if there are sufficient funds available.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Check Card. If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in ATMs of the credit union, networks, and such other machines or facilities as the credit union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa, ACCEL and Exchange networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-

sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your card to:

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make loan payments from your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on the frequency and amount of Check Card transactions may apply:

- You may purchase up to a maximum of \$500.00 per day.
- You may withdraw up to a maximum of \$405.00 in any one day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- Maximum ATM withdrawal and POS transactions combined of \$705.00 per day, if there are sufficient funds available.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

c. BURT Audio. If we approve BURT Audio for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use BURT Audio to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share, share draft, and loan accounts.
- Make loan payments from your share and share draft accounts.
- Access your MATT VISA account.
- Determine if a particular item has cleared.
- Request stop payment on share drafts.
- Obtain loan payment due date and payoff information.
- Obtain last dividend date and amount.
- Transfer funds from your share and share draft accounts to and from another Financial Center Credit Union that you are an individual or joint owner of and is linked for cross-account access.

Your accounts can be accessed under BURT Audio via a touch-tone telephone only. BURT Audio service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- The maximum withdrawal amount is \$5,000.00 per day and no withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and share draft account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share, and share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. BURT Online. If we approve BURT Online for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use BURT Online to:

- Transfer funds from your share and share draft accounts.

- Obtain balance information for your share, share draft, loan, and certificate accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Request stop payment on share drafts.
- Obtain loan payment due date and payoff information.
- Obtain last dividend date and amount.
- Receive periodic statements.
- Download transaction information to personal financial management software.
- Make transfers through personal financial management software, such as MS Money.
- Transfer funds from your share and share draft accounts to and from another Financial Center Credit Union that you are an individual or joint owner of and is linked for cross-account access.
- Withdraw funds from share and share draft accounts
- Open share certificates or special share accounts
- Set-up or modify ACH/Payroll distributions

Your accounts can be accessed under BURT Online via personal computer. BURT Online will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- The maximum withdrawal amount is \$5,000.00 per day and no withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

g. BURT Pay. We will process bill payment transfer requests only to those creditors the credit union has designated in the User Instructions and such creditors as you authorize and for whom the credit union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- Individual payments may not exceed \$2,500.00.
- Total daily payments may not exceed \$5,000.00.

2. TRANSFER LIMITATIONS — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. VISA — Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(209) 948-6024 extension 50197
1-800-427-6024

or write to:

Financial Center Credit Union
PO Box 208005
Stockton, CA 95208-9005
Fax: (209) 948-1838

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

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (209) 948-6024 or 1-800-427-6024. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the credit union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities.

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

11. BILLING ERRORS — In case of errors or questions about electronic funds transfers from your share and share draft accounts, or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(209) 948-6024 extension 234
1-800-427-6024

or write to:

Financial Center Credit Union
PO Box 208005
Stockton, CA 95208-9005
Fax: (209) 948-1838

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made an error or why you need more information.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

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

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated, and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of California, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

CREDIT AND SECURITY AGREEMENT

This LOANLINER Credit and Security Agreement, which includes the Truth in Lending Disclosures, will be referred to as **the Plan**. The Plan documents include this agreement and an Addendum. **You, your** and **borrower** mean any person who signs the Plan. **Credit union, we, our** and **us** mean the Credit Union whose name appears on the Plan or anyone to whom **Financial Center Credit Union** transfers its rights under the Plan.

1. HOW THIS PLAN WORKS — This is an open-end, multifeatured credit plan. We anticipate that, from time to time, you will borrow money (called “advances”) under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called “subaccounts”) available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

2. CREDIT REPORTS — The Credit Union makes credit available to its members on a regular basis. You authorize the Credit Union to obtain consumer reports in connection with credit and business transactions involving your account, including but not limited to applying for membership, the opening of a share or share draft account or the issuance of an ATM card, check card, or other service provided by the Credit Union, and you authorize any person, association, or corporation to furnish on request of the Credit Union, information concerning your affairs. You also authorize the Credit Union to furnish information concerning your account to consumer reporting agencies.

3. CREDIT LIMIT — We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

4. REPAYMENT — You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint sharedraft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the sharedraft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

5. PLAN ACCESS — You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a sharedraft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

6. FINANCE CHARGE — The dollar amount you pay for money borrowed is called a “finance charge” and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

7. SECURITY — You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default.

In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. **For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default.** The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as “New Cars”) you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as “Other Secured” means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

If employed by San Joaquin County, you hereby appoint the Credit Union, as your attorney in fact, to act in your capacity to receive, in connection with your separation from employment, from the San Joaquin County Employees’ Retirement Association, your accumulated contributions, and to deposit them in your account at the Credit Union. You retain the right to revoke this power of attorney by written notice to the Credit Union.

8. VOLUNTARY PAYMENT PROTECTION — We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

9. PERIODIC STATEMENT — On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

10. JOINT ACCOUNTS — If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint accountholder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

11. FEES AND CHARGES — If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

12. UPDATING CREDIT INFORMATION — You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

13. DEFAULT — *The following paragraph applies to borrowers in Idaho, Kansas, Maine and South Carolina:* You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following paragraph applies only to borrowers in Wisconsin: You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe or materially impairs the condition, value, or protection of or our right in any property you gave as security.

The following paragraph applies only to borrowers in Iowa: You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

The following paragraph applies to borrowers in all other states: You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us. You will be in default if any property you have given us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it.

14. ACTIONS AFTER DEFAULT — *The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, South Carolina and West Virginia:* When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

The following paragraph applies to borrowers in all other states except Wisconsin and Louisiana: When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

The following paragraphs apply to borrowers in all states except Wisconsin and Louisiana: If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the section above called "Security". We can also exercise any other rights given by law when you are in default.

You agree the Credit Union has the right to take possession of any property given as security under the Plan, without judicial process, if this can be done without breach of the peace. If we ask, you promise to deliver the property at a time and place we choose. If the property is a motor vehicle or boat, you agree that we may obtain a key or other device necessary to unlock and operate it, when you are in default. We will not be responsible for any other property, not covered by this Agreement, that you leave inside the property or that is attached to the property. We will try to return that property to you or make it available for you to claim.

After we have possession of the property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the property will be deducted from the money received from the sale. Those costs may include the cost of storing the property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

You must pay any amount that remains unpaid after the sale money has been applied to any unpaid balance under the Plan. You agree to pay interest on that amount at the same rate as the advance, or, if applicable at the default rate disclosed on the Addendum, until that amount has been paid.

The following paragraph applies only to Wisconsin borrowers: When you are in default and after expiration of any right you have under applicable state law to cure your default, we may require immediate payment of your outstanding loan balance under the Plan and seek possession of property given as security. You may voluntarily give the property to us if you choose, or we may seek to take possession of the property by judicial process or any other method authorized by applicable law. If we repossess the property, you agree to pay reasonable expenses incurred in disposing of the property. If the property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, you will also be required to pay any costs permitted by Section 422.413 of the Wisconsin Statutes. You must pay any amount that remains unpaid after the sale money has been applied to what you owe under the Plan. You agree to pay interest on any unpaid amount at the same rate as the advance, or, if applicable, at the default rate disclosed on the Addendum, until that amount is paid.

If the property is located outside Wisconsin at the time of default, we may take possession of the property without judicial process, if permitted by the state where the property is located.

The following paragraph applies only to Louisiana borrowers: When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration. If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect unless a default rate is disclosed on the Addendum. If a demand for immediate payment has been made, the shares and deposits given as security for the Plan can be applied towards what you owe. We can also exercise any other rights given by law when you are in default and our rights under any security agreements you have with us.

15. CANCELLING OR CHANGING THE PLAN — *The following paragraph applies only to borrowers in Illinois:* We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

The following paragraph applies only to borrowers in Wisconsin: We can change the terms of the Plan from time to time in accordance with Section 422.415 of the Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable rate interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

The following paragraph applies only to borrowers in Iowa: We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

The following paragraph applies to all borrowers in all other states: We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

The following paragraph applies to all but Wisconsin borrowers: An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

Paragraphs 15 through 23 apply if you give security in connection with an advance under the Plan. They apply to borrowers in all states except Louisiana. Louisiana borrowers will execute a separate security agreement. Borrowers in other states may also be asked to execute a separate security agreement.

16. THE SECURITY FOR THE PLAN — You give us what is known as a security interest in all property described in any receipt, voucher or other document you receive for an advance (the Advance). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. It also includes any money you receive from selling the property or from insurance you have on the property. If the value of the property declines, you promise to give us more property as security if asked to do so.

17. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS — The security interest secures the Advance described in the receipt, voucher or any other document you receive at the time of the Advance and any extensions, renewals or refinancings of the Advance. **It also secures any other advances you have now or receive in the future under the Plan and any other amounts or loans, including any credit card loan, you owe us for any reason now or in the future, except any loan secured by your principal residence.** If the property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the property will secure only the Advance and not other amounts you owe.

18. OWNERSHIP OF THE PROPERTY — You promise that you own all property you give as security or if the Advance is to buy the property, you promise you will use the Advance for that purpose. You promise that no one else has any interest in or claim against the property that you have not already told us about. You promise not to sell or lease the property or to use it as security for a loan with another creditor until the Advance is repaid. You promise you will allow no other security interest or lien to attach to the property either by your actions or by operation of law.

19. PROPERTY INSURANCE, TAXES AND FEES — You must maintain property insurance on all property that you give as security under the Plan. You may purchase the property insurance from anyone you choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so.

If you cancel your insurance and get a refund, we have a right to the refund. If the property is lost or damaged, we can use the insurance settlement to repair the property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the property.

If you do not pay the taxes or fees on the property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to an advance may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of an advance, we may increase your payments to pay the amount added within the term of the insurance or approximate term of the advance.

20. INSURANCE NOTICE — If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

21. PROTECTING THE SECURITY INTEREST — If your state issues a title for the property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the property. You promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the property, to the extent permitted by applicable law.

22. USE OF PROPERTY — Until the Advance has been paid off, you promise you will: (1) Use the property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the property or changing the address where the property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the property. (5) Promptly notify us if the property is damaged, stolen or abused. (6) Not use the property for any unlawful purpose. (7) Not retitle property in another state without telling us.

23. NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE — THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

24. NOTICE FOR ARIZONA OWNERS OF PROPERTY — It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

25. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE PLAN — We can delay enforcing any of our rights under this Plan any number of times without losing the ability to exercise our rights later. We can enforce this Plan against your heirs or legal representatives. If we change the terms of the Plan, you agree that this Plan will continue to protect us.

26. CONTINUED EFFECTIVENESS — If any part of this Plan is determined by a court to be unenforceable, the rest will remain in effect.

27. NOTICE TO UTAH BORROWERS — This written agreement is a final expression of the agreement between you and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

28. The following is required by Vermont law — NOTICE TO CO-SIGNER — YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

29. USE OF ACCOUNT — You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes.

BXX048 (CUST 0708)

BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CONTRATO DE GARANTÍA CRÉDITO

Este Contrato de garantía y crédito LOANLINER, que incluye la declaración veraz de préstamo, se denominará **el Plan**. Los documentos del Plan incluyen este contrato y un Anexo. Los términos **usted, su y prestatario** se refieren a cualquier persona que firma el Plan. La **Cooperativa de Ahorro y Crédito, nosotros, nuestro(s) y nuestra(s)**, se refieren a la Cooperativa de Ahorro y Crédito cuyo nombre consta en este Plan o a cualquiera a quien la Financial Center Credit Union le transfiera sus derechos conforme al Plan.

1. CÓMO FUNCIONA ESTE PLAN — Este es un plan de crédito abierto de múltiples opciones. Prevemos que, ocasionalmente, usted solicitará dinero en préstamo (llamado “anticipos”) conforme al Plan. **No estamos obligados a otorgarle anticipos conforme al Plan y podemos rechazar una solicitud de anticipo en cualquier momento.** El Anexo describe los diferentes tipos de créditos disponibles (llamados “subcuentas”) conforme al Plan, la tasa de interés actual para cada subcuenta expresada como la tasa periódica diaria y la tasa de porcentaje anual correspondiente y otros cargos. También puede contener otros términos y una tabla para determinar los montos de los pagos.

2. INFORMES CREDITICIOS — La Cooperativa de Ahorro y Crédito ofrece créditos a sus miembros en forma periódica. Usted autoriza a la Cooperativa de Ahorro y Crédito a obtener informes crediticios en lo referente a operaciones comerciales y de crédito relacionadas con su cuenta, que comprenden, entre otras, solicitudes de asociación, la apertura de una cuenta de acciones o de giro de acciones o la emisión de una tarjeta de cajero automático, tarjeta de cheques u otros servicios prestados por la Cooperativa de Ahorro y Crédito, y también autoriza a toda persona, asociación o empresa a suministrar información, a pedido de la Cooperativa de Ahorro y Crédito, con respecto a su situación y negocios. Usted también autoriza a la Cooperativa de Ahorro y Crédito a suministrar información sobre su cuenta a las agencias de informe crediticio.

3. LÍMITE DE CRÉDITO — Podemos, sin ninguna obligación, establecer un límite de crédito en ciertas subcuentas. Si se establece un límite de crédito para una subcuenta, usted se compromete a no superar el límite de crédito establecido. Si supera el límite de crédito, se compromete a reintegrar inmediatamente el monto que supere el límite de crédito.

4. REINTEGRO — Usted se compromete a reintegrar todos los montos que adeuda conforme al Plan más el interés. Los pagos vencen el último día del mes, salvo que establezcamos un día diferente en el momento de otorgar el anticipo. Si el Anexo no incluye una tabla de pagos para una subcuenta, el pago se determinará en el momento de cada anticipo. Los pagos deben incluir todo monto adeudado y todo monto que haya superado el límite de crédito que se le hubiere otorgado para una subcuenta. Usted puede reintegrar la totalidad o una parte de lo que adeuda en cualquier momento sin ninguna multa por pago anticipado. Incluso si realiza un pago anticipado, igualmente deberá realizar los pagos regulares programados, salvo que acordemos un cambio por escrito en el programa de pagos. Si tiene una cuenta conjunta de giro de acciones, usted será responsable de pagar todos los anticipos de sobregiro obtenidos por un titular conjunto de la cuenta de giro de acciones. Salvo que por ley se exija lo contrario, los pagos se aplicarán a los montos adeudados conforme al Plan, en la forma que decida la Cooperativa de Ahorro y Crédito.

5. ACCESO AL PLAN — Usted puede obtener anticipos de crédito en cualquier forma que autoricemos. Si lo autorizamos a utilizar su tarjeta de débito o de cajero automático para acceder al Plan, usted puede ser responsable por el uso no autorizado de su tarjeta de débito o de cajero automático. No será responsable del uso no autorizado de su tarjeta que tenga lugar después de que usted nos notifique, verbalmente o por escrito, de la pérdida, del robo o del posible uso no autorizado de la misma. Si cree que ha perdido o le han robado su tarjeta de cajero automático o de débito, informe inmediatamente a la Cooperativa de Ahorro y Crédito. Llámenos al número de teléfono o escribanos a la dirección que figura en otras partes del Plan. Si se utiliza la tarjeta para obtener anticipos no autorizados directamente del Plan, su responsabilidad no superará los \$50.00. Si el retiro no autorizado se realiza de una cuenta de giro de acciones, su responsabilidad estará regulada por las declaraciones de la Reglamentación E que recibió cuando recibió su tarjeta de débito o de cajero automático, aun cuando el retiro sea un anticipo realizado desde su subcuenta de sobregiro.

6. CARGOS POR FINANCIACIÓN — El monto en dólares que usted paga por el dinero que solicitó en préstamo se denomina “cargo por financiación” y corre a partir de la fecha de cada anticipo. Se calculará un cargo por financiación en forma separada para cada saldo por separado conforme al Plan. Para calcular el cargo por financiación, se multiplica el saldo adeudado por día desde su último pago (o desde el anticipo si aún no ha realizado un pago) por la tasa periódica diaria correspondiente. La suma de estos montos es el cargo por financiación adeudado. El saldo utilizado para calcular el cargo por financiación es el saldo adeudado por día después de que se restaron los pagos y créditos de ese saldo y se realizaron las sumas correspondientes. Además del interés, podemos cobrarle otros cargos por financiación que se especifican en el Anexo. Si la tasa de interés es una tasa de interés variable, el Anexo explica cómo funciona.

7. GARANTÍA — Usted entrega en garantía del Plan todas las acciones y dividendos, y si hubiera, todos los depósitos e intereses de todas las cuentas individuales y conjuntas que tenga con nosotros ahora y que pueda tener en el futuro. Si se entrega en garantía un monto específico en dólares para un anticipo, congelaremos las acciones de esa cuenta en un monto correspondiente al saldo pendiente de pago del anticipo. Aparte de eso, puede retirar sus acciones entregadas en garantía, a menos que usted se encuentre en situación de incumplimiento.

Además de la entrega de acciones en garantía, es posible que también tengamos Una garantía real estatutaria significa que tenemos el derecho de reclamar, de conformidad con las leyes federales y de muchos estados, cierto derecho sobre sus cuentas. Podemos hacer cumplir una garantía real estatutaria contra sus acciones y dividendos y, si hubiera, intereses y depósitos, de todas las cuentas individuales y conjuntas que tenga con nosotros para cumplir cualquier obligación financiera pendiente que venza y que sea pagadera a nosotros. Podemos ejercer nuestro derecho de hacer cumplir esta garantía sin que medie la necesidad de enviarle otra notificación, dentro de los límites que la ley permite. **Para todos los prestatarios: la garantía real estatutaria y/o su entrega en garantía nos permitirán imputar los fondos en su cuenta o cuentas a lo que nos adeude cuando se encuentra en situación de incumplimiento.** La garantía real estatutaria y su entrega en garantía no se aplican a ninguna Cuenta de Retiro Individual ni a ninguna otra cuenta que perdería el tratamiento fiscal especial de conformidad con las leyes federales o estatales si se cediera en garantía.

Se podrá exigir una garantía adicional para el Plan en el momento de otorgar un anticipo. Si una subcuenta identifica un tipo de propiedad (como por ejemplo “Autos nuevos”), usted debe ceder ese tipo de propiedad en garantía al obtener un anticipo en esa subcuenta. El nombre de una subcuenta como “Otras garantías” significa que usted debe proporcionarnos una garantía aceptable al obtener un anticipo en esa subcuenta. La propiedad que cede en garantía servirá de garantía para todos los montos adeudados conforme al Plan y para todos los demás préstamos que tenga con nosotros ahora o en el futuro, excepto cualquier préstamo cuya garantía sea su vivienda principal. Las propiedades cedidas en garantía de otros préstamos que tenga con nosotros también pueden servir de garantía para el Plan.

Si el Condado de San Joaquin es su empleador, usted designa por este medio a la Cooperativa de Ahorro y Crédito como su apoderado, para que en su nombre reciba, en caso de que termine la relación laboral, sus aportes acumulados de la *San Joaquin County Employees' Retirement Association* (Asociación de Jubilación de Empleados del Condado de San Joaquin), y los deposite en su cuenta de la Cooperativa de Ahorro y Crédito. Usted se reserva el derecho de revocar este poder mediante notificación por escrito a la Cooperativa de Ahorro y Crédito.

8. PROTECCIÓN DE PAGO VOLUNTARIA — Podemos ofrecerle la Protección de pago voluntaria. La Protección de pago voluntaria no es un requisito para obtener un crédito. Si adquiere la Protección de pago voluntaria, usted nos autoriza a agregar los gastos o cargos del seguro mensualmente al saldo de su préstamo y a cobrarle el interés sobre el saldo total. A nuestro criterio, podremos modificar el monto de su pago o el plazo necesario para cancelar el saldo del préstamo. La tasa utilizada para determinar los gastos o cargos del seguro puede variar en el futuro. Si la tasa varía, le notificaremos según lo exija la ley vigente.

9. ESTADO DE CUENTA PERIÓDICO — Usted recibirá en forma regular un estado de cuenta que muestra todas las transacciones conforme al Plan durante el período cubierto por el estado de cuenta. Los estados de cuenta y las notificaciones se enviarán por correo a la dirección más reciente que usted nos haya dado por escrito. A menos que la ley vigente exija una notificación para cada prestatario conjunto, al enviarse una notificación a cualquiera de ustedes, se considerará que se envió una notificación a todos.

10. CUENTAS CONJUNTAS — Si ésta es una cuenta conjunta, cada uno de los titulares es responsable individual y conjuntamente del pago de todos los montos adeudados. Esto significa que podemos ejercer nuestros derechos conforme al Plan contra cualquiera de los titulares individualmente o contra todos colectivamente. Si nos proporciona instrucciones contradictorias, podemos negarnos a seguir sus instrucciones. Salvo que en nuestra política se exija por escrito que todos los titulares firmen para obtener un anticipo, cada uno de los titulares autoriza a los demás a obtener anticipos en forma individual y acuerda reintegrar los anticipos realizados a otro o a otros titulares. Cualquier titular de una cuenta conjunta puede cancelar el Plan mediante notificación previa por escrito dirigida a nosotros. Si cualquiera de los titulares cancela el Plan, el Plan queda cancelado para todos los titulares. Usted sigue siendo responsable en forma individual y conjunta de todos los anticipos incurridos antes de la cancelación.

11. GASTOS Y CARGOS — Si nos proporciona un derecho de garantía sobre ciertos tipos de propiedades, podemos cobrarle un cargo por presentación para perfeccionar nuestro derecho sobre la propiedad. Si lo hacemos, se le informará el monto del cargo en el momento en que obtenga un anticipo. También podemos cobrarle otros cargos relacionados con el Plan. Nuestros cargos actuales se especifican en el Anexo y se agregarán a su saldo de préstamos a menos que los pague en efectivo.

12. ACTUALIZACIÓN DE INFORMACIÓN CREDITICIA — Usted se compromete a notificarnos por escrito inmediatamente si se muda, cambia de nombre o de empleo, o si cambia cualquier otra información que nos haya proporcionado. Si se la solicitamos, también acuerda proporcionarnos información financiera actualizada.

13. INCUMPLIMIENTO — *El siguiente párrafo se aplica a los prestatarios de Idaho, Kansas, Maine y Carolina del Sur:* Usted se encontrará en situación de incumplimiento si no realiza el pago del monto requerido a su vencimiento. También se encontrará en situación de incumplimiento si consideramos que se ve afectada considerablemente la perspectiva de pago, cumplimiento o ejecución de cualquier propiedad cedida en garantía.

El siguiente párrafo se aplica sólo a los prestatarios de Wisconsin: Se encontrará en situación de incumplimiento si no realiza un pago a su vencimiento dos veces durante un período de 12 meses. Se encontrará en situación de incumplimiento si el incumplimiento de una promesa realizada conforme al Plan afecta esencialmente su capacidad para reintegrar lo adeudado o la condición, valor o protección de nuestro derecho sobre cualquier propiedad cedida en garantía.

El siguiente párrafo se aplica sólo a los prestatarios de Iowa: Se encontrará en situación de incumplimiento si se retrasa más de 10 días en un pago. También se encontrará en situación de incumplimiento si no cumple con los términos del Plan y si dicho incumplimiento afecta esencialmente cualquier propiedad que haya cedido en garantía o su capacidad para reintegrar lo adeudado conforme al Plan.

El siguiente párrafo se aplica a los prestatarios de todos los demás estados: Se encontrará en situación de incumplimiento si no realiza el pago del monto requerido a su vencimiento. Se encontrará en situación de incumplimiento si no cumple con los compromisos asumidos en el plan o si cualquier persona se encuentra en situación de incumplimiento en virtud de cualquier acuerdo de garantía celebrado en relación con un anticipo conforme al Plan. Se encontrará en situación de incumplimiento si fallece, presenta una solicitud de declaración de quiebra, se declara insolvente, si realiza cualquier declaración falsa o engañosa en cualquier solicitud de crédito o actualización de los datos del crédito, o en caso de que tenga lugar algún acontecimiento por el que consideremos que su capacidad de cancelar sus deudas se ha reducido substancialmente. Si no cumple con las disposiciones de cualquier otro contrato de préstamo que haya celebrado con nosotros, también se encontrará en situación de incumplimiento. Se encontrará en situación de incumplimiento en caso de que un tercero readquiera la posesión o confisque por embargo o ley similar algún bien que nos haya dado en garantía, o en caso de que tenga lugar algún otro acontecimiento que afecte de manera significativa el valor de la propiedad o de nuestro interés de garantía sobre ella.

14. MEDIDAS DESPUÉS DEL INCUMPLIMIENTO — *El siguiente párrafo se aplica a los prestatarios de Colorado, Distrito de Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, Carolina del Sur y Virginia Occidental:* Cuando se encuentre en situación de incumplimiento, y después de la fecha de vencimiento de cualquier derecho del que goce según la ley estatal pertinente para resolver su situación de incumplimiento, podemos exigir el pago inmediato del saldo pendiente según el Plan sin necesidad de cursar notificación previa.

El siguiente párrafo se aplica a los prestatarios de todos los demás estados excepto Wisconsin y Louisiana: Cuando se encuentre en situación de incumplimiento, podemos exigir el pago inmediato (reintegro) del total del saldo pendiente conforme al Plan. Usted renuncia a todo derecho de intimación de pago, aviso de intención de reintegrar y aviso de reintegro.

Los siguientes párrafos se aplican a los prestatarios de todos los estados excepto Wisconsin y Louisiana: Si se exige el pago inmediato, seguirá pagando interés hasta que se haya cancelado su deuda a las tasas de interés aplicables que estén vigentes, o si correspondiera, a la tasa de incumplimiento especificada en el Anexo. Si se realiza una intimación de pago, sus acciones o depósitos se pueden imputar a lo que adeuda según se especifica en la sección anterior llamada "Garantía". También podemos ejercer cualquier otro derecho otorgado por ley cuando usted se encuentre en situación de incumplimiento.

Usted acuerda que la Cooperativa de Ahorro y Crédito tiene derecho a tomar posesión de cualquier propiedad que se entrega como garantía según el Plan, sin mediar proceso judicial, siempre que esto pueda hacerse sin alterar el orden público. Si lo solicitamos, usted se compromete a entregar la propiedad en el momento y en el lugar que elijamos. Si la propiedad es un vehículo o una embarcación, usted acuerda que podemos obtener la llave u otro dispositivo necesario para abrirlo y operarlo en el caso de que se encuentre en situación de incumplimiento. No seremos responsables de cualquier otro bien que no esté cubierto por este Contrato y que usted deje dentro de la propiedad o que esté unido a ésta. Trataremos de devolverle dicho bien o de ponerlo a su disposición para su reclamo.

Después de tomar posesión de la propiedad, podemos venderla y aplicar ese dinero a los montos que usted nos adeude. Le notificaremos sobre cualquier venta pública o sobre la fecha después de la cual se realizará una venta privada. Nuestros gastos por tomar posesión de la propiedad y venderla se deducirán del dinero recibido a través de la venta. Estos costos pueden incluir el costo de almacenamiento de la propiedad, la preparación para la venta y los honorarios de abogados dentro de los límites permitidos por la ley estatal o lo concedido por el Código de Quiebras.

Usted debe pagar todo el monto que siga pendiente después de que se haya aplicado el dinero de la venta a un saldo impago conforme al Plan. Usted acuerda pagar intereses sobre ese monto a la misma tasa del anticipo, o si correspondiera, a la tasa de incumplimiento declarada en el Anexo, hasta que dicho monto se haya reintegrado.

El siguiente párrafo se aplica sólo a los prestatarios de Wisconsin: Cuando se encuentre en situación de incumplimiento y después de la fecha de vencimiento de cualquier derecho del que goce conforme a la ley estatal pertinente para resolver su situación de incumplimiento, podemos requerir el pago inmediato del saldo pendiente de su préstamo según el Plan y procurar la posesión de la propiedad cedida en garantía. Usted puede entregarnos la propiedad voluntariamente si lo desea, o podemos tomar posesión de dicha propiedad por medio de un proceso judicial o cualquier otro método autorizado por las leyes pertinentes. Si readquirimos la posesión de la propiedad, usted acuerda pagar los gastos razonables incurridos para disponer de dicha propiedad. Si la propiedad es un vehículo o una casa rodante, tráiler, moto de nieve, embarcación o avión, usted también deberá pagar todos los costos especificados en el Artículo 422.413 de los Estatutos de Wisconsin. Usted deberá pagar todo monto que siga pendiente de pago después de que se haya aplicado el dinero de la venta al monto adeudado conforme al Plan. Usted acuerda pagar intereses sobre cualquier monto impago a la misma tasa del anticipo o, si correspondiera, a la tasa de incumplimiento declarada en el Anexo hasta que dicho monto se haya reintegrado.

Si la propiedad se encuentra fuera de Wisconsin en el momento del incumplimiento, podemos tomar posesión de la propiedad sin mediar proceso judicial, si ello está permitido por el estado en el que se encuentra la propiedad.

El siguiente párrafo se aplica sólo a los prestatarios de Louisiana: Cuando se encuentre en situación de incumplimiento, podemos exigir el pago inmediato (reintegro) del total del saldo pendiente conforme al Plan. Usted renuncia a todo derecho de intimación de pago, aviso de intención de reintegrar y aviso de reintegro. Si se exige el pago inmediato, seguirá pagando interés hasta que se haya cancelado su deuda a las tasas de interés aplicables que estén vigentes a menos que se especifique una tasa de incumplimiento en el Anexo. Si se realiza una intimación de pago, sus acciones o depósitos cedidos en garantía del Plan se pueden imputar a lo que adeuda. También podemos ejercer cualquier otro derecho otorgado por ley cuando usted se encuentra en situación de incumplimiento y nuestros derechos conforme a cualquier contrato de garantía que tenga con nosotros.

15. ANULACIÓN O CAMBIO DE PLAN — El siguiente párrafo se aplica sólo a los prestatarios de Illinois: Tenemos el derecho de cambiar los términos del Plan ocasionalmente después de notificarle previamente según lo exige la ley. Cualquier cambio en la tasa de interés u otros cargos se aplicarán a anticipos futuros.

El siguiente párrafo se aplica sólo a los prestatarios de Wisconsin: Podemos cambiar los términos del Plan ocasionalmente de conformidad con el Artículo 422.415 de los Estatutos de Wisconsin. Se le notificará sobre cualquier cambio de los términos. El aumento de la tasa periódica diaria con una tasa de interés variable no se considera un cambio de los términos conforme al Plan. Podemos anular la totalidad del Plan o cualquiera de sus partes en cualquier momento. Usted puede anular el Plan en cualquier momento mediante notificación previa por escrito. Su obligación de pagar los saldos adeudados conforme a los términos del Plan sigue vigente, independientemente de si usted o la Cooperativa de Ahorro y Crédito anulan el Plan, excepto dentro de los límites de su responsabilidad establecidos por el Artículo 422.4155 de los Estatutos de Wisconsin.

El siguiente párrafo se aplica sólo a los prestatarios de Iowa: Podemos cambiar los términos del Plan ocasionalmente después de notificarle previamente según lo exige la ley. El cambio que aumente la tasa de cargos por financiación u otro cargo que aumente el monto de sus pagos, o que de otro modo afecte negativamente los saldos existentes, se aplicará a los saldos existentes sólo si está de acuerdo con el cambio o si usa el Plan luego de recibir la notificación de que el uso del Plan significa que usted está de acuerdo con la aplicación del cambio a los saldos existentes.

El siguiente párrafo se aplica a los prestatarios de todos los demás estados: Tenemos el derecho de cambiar los términos del Plan ocasionalmente después de notificarle previamente según lo exige la ley. Todo cambio en la tasa de interés se aplicará a los anticipos futuros y, a nuestro criterio y sujeto a cualquier requisito de la ley vigente, también se aplicará a los saldos pendientes de pago.

El siguiente párrafo se aplica a todos los prestatarios, excepto a los de Wisconsin: El aumento de la tasa periódica diaria con una tasa de interés variable no se considera un cambio de los términos conforme al Plan. Podemos anular la totalidad del Plan o cualquiera de sus partes en cualquier momento. Usted puede anular el Plan en cualquier momento mediante notificación previa por escrito. Su obligación de pagar los saldos adeudados conforme a los términos del Plan sigue vigente, independientemente de si usted o la Cooperativa de Ahorro y Crédito cancela el Plan.

Los párrafos 15 a 23 se aplican si usted entrega una garantía en relación con un anticipo conforme al Plan. Se aplican a los prestatarios de todos los estados excepto Louisiana. Los prestatarios de Louisiana realizarán un contrato de garantía por separado. También se podrá exigir a los prestatarios de otros estados que realicen un contrato de garantía por separado.

16. GARANTÍA PARA EL PLAN — Usted nos otorga lo que se conoce como derecho de garantía sobre la propiedad que se describe en cualquier recibo, comprobante u otro documento que reciba por un anticipo (“el Anticipo”). El derecho de garantía que usted otorga incluye todo ítem accesorio. Los ítems accesorios se añaden o instalan en la propiedad ahora o en el futuro. El derecho de garantía también incluye todo reemplazo de la propiedad que compra antes de que hayan transcurrido 10 días desde el Anticipo o desde las extensiones, renovaciones o refinanciamientos del anticipo. También incluye todo dinero que reciba por la venta de la propiedad o del seguro que tenga sobre la propiedad. Si el valor de la propiedad disminuye, usted se compromete a entregarnos más propiedades como garantía si se le reclama hacerlo.

17. QUÉ CUBRE EL DERECHO DE GARANTÍA/CLÁUSULAS DE GARANTÍA RECÍPROCA — El derecho de garantía sirve de garantía para el Anticipo que se describe en el recibo, comprobante o cualquier otro documento que reciba en el momento del Anticipo y de cualquier extensión, renovación o refinanciación del Anticipo. **También asegura todos los otros anticipos que usted recibe en la actualidad o reciba en el futuro según el Plan y todos los otros montos o préstamos, incluso los realizados por tarjeta de crédito, que usted nos adeuda por cualquier motivo en la actualidad o nos adeude en el futuro, excepto cualquier préstamo asegurado por su residencia principal.** Si la propiedad consiste en bienes muebles del hogar, según lo define la Regulación de Prácticas Crediticias de la Comisión Federal de Comercio, la propiedad servirá de garantía solamente para el Anticipo y no para los otros montos adeudados.

18. TITULARIDAD DE LA PROPIEDAD — Usted afirma que es dueño de toda la propiedad que otorga en garantía o, si el anticipo es para comprar la propiedad, se compromete a utilizarlo para ese fin. Asegura, además, que ninguna otra persona tiene derecho alguno sobre la propiedad ni ningún reclamo en contra de ella del que todavía no nos haya informado. Usted se compromete a no vender ni alquilar la propiedad ni a utilizarla como garantía para un préstamo con ningún otro acreedor hasta reintegrar el Anticipo. Usted afirma que no permitirá que ningún otro derecho de garantía ni garantía real se imponga sobre la propiedad, ya sea por sus acciones o por lo previsto en la ley.

19. SEGURO, IMPUESTOS Y CARGOS DE LA PROPIEDAD — Usted debe contar con un seguro para todas las propiedades que presente como garantía conforme al Plan. Puede adquirir el seguro de propiedad de cualquier aseguradora que elija y que sea aceptable para la Cooperativa de Ahorro y Crédito. El monto y la cobertura del seguro de la propiedad deben ser apropiados para nosotros. Usted puede suministrar el seguro de la propiedad por medio de una póliza que ya tenga o de una póliza que obtenga y pague. Usted se compromete a obtener una póliza de seguros pagadera a nosotros y a entregarnos la póliza o una prueba de la cobertura, si así lo solicitáramos.

Si usted anula su seguro y obtiene un reembolso, tenemos derecho a éste. Si la propiedad sufre pérdidas o daños, podemos usar la liquidación del seguro para reparar la propiedad o aplicarla sobre lo que usted debe. Usted nos autoriza a endosar cualquier letra o cheque pagadero a su nombre para que podamos cobrar reembolsos o beneficios correspondientes a su póliza de seguros. También se compromete a pagar todos los impuestos y cargos (como los de inscripción) correspondientes a la propiedad.

Si no paga los impuestos o cargos que pesan sobre la propiedad cuando hayan vencido o si no la mantiene asegurada, podemos pagar estos cargos pero no estamos obligados a hacerlo. Todo dinero que gastemos en impuestos, cargos o seguro se sumará al saldo no pagado del anticipo y usted pagará intereses sobre esos montos a la misma tasa que acordó pagar sobre el anticipo. Podemos recibir pagos relacionados con el seguro de cualquier compañía aseguradora. Podemos controlar nuestros préstamos con el objetivo de determinar si usted y otros prestatarios cumplen con los requisitos de seguro estipulados en nuestros contratos de préstamo o podemos solicitar a otros que lo hagan en nuestro nombre. La tarifa del seguro que se suma a un anticipo puede incluir (1) los pagos que recibimos de la compañía aseguradora y (2) el costo para determinar el cumplimiento con los requisitos de seguro. Si añadimos montos por impuestos, cargos o seguro al saldo pendiente de pago del anticipo, podemos aumentar sus pagos para cubrir el monto añadido dentro del término del seguro o en el plazo aproximado del anticipo.

20. AVISO DE SEGURO — Si usted no adquiere el seguro de la propiedad requerido, el seguro que podemos adquirir y cobrarle cubrirá solamente nuestro interés sobre la propiedad. La prima de este seguro puede ser mayor porque la compañía aseguradora puede habernos otorgado el derecho de adquirir un seguro después de que la garantía no asegurada haya sufrido pérdidas o daños. **El seguro no será de responsabilidad civil y no cumplirá las responsabilidades financieras estatales o de las leyes “no-fault” (de responsabilidad objetiva).**

21. PROTECCIÓN DEL DERECHO DE GARANTÍA — Si su estado emite un título para la propiedad, usted se compromete a hacer que el derecho de garantía figure en el título. Es probable que debamos presentar lo que se conoce como declaración de financiamiento para proteger nuestro derecho de garantía de los reclamos de terceros. Usted nos autoriza irrevocablemente a firmar y a otorgar (en su nombre), si correspondiese, y presentar una o más declaraciones de financiamiento, continuación o enmienda de conformidad con el Código Comercial Uniforme (UCC) en una forma satisfactoria para nosotros. Usted se compromete a hacer todo aquello que consideremos necesario para proteger nuestro derecho de garantía sobre la propiedad. Usted se compromete a pagar todos los gastos, entre otros los honorarios de los abogados, en los que incurramos para proteger nuestro derecho de garantía y los derechos sobre la propiedad, dentro de los límites permitidos por la ley pertinente.

22. USO DE LA PROPIEDAD — Hasta que el Anticipo no se haya cancelado, usted se compromete a: (1) usar la propiedad cuidadosamente y mantenerla en buen estado; (2) obtener nuestra autorización por escrito antes de realizar cambios considerables en la propiedad o de cambiar la dirección en donde ésta se guarda; (3) informarnos por escrito antes de cambiar su dirección; (4) permitirnos inspeccionar la propiedad; (5) notificarnos inmediatamente si la propiedad sufre daños, robos o malos tratos; (6) no usar la propiedad con fines ilícitos; (7) no reescribir la propiedad en otro estado sin informarnos.

23. AVISO A LOS PRESTATARIOS DE DAKOTA DEL NORTE QUE COMPRAN UN VEHÍCULO — EL VEHÍCULO OBJETO DE ESTA TRANSACCIÓN PUEDE ESTAR SUJETO A READQUISICIÓN DE LA POSESIÓN. SI SE RECUPERA LA POSESIÓN DEL VEHÍCULO Y SE VENDE A OTRA PERSONA, Y NO SE RECIBEN EN ESTA VENTA TODOS LOS MONTOS ADEUDADOS A LA PARTE ASEGURADA, USTED DEBERÁ PAGAR LA DIFERENCIA.

24. AVISO PARA LOS PROPIETARIOS DE ARIZONA — Es ilícito que usted no devuelva un vehículo que está sujeto a un derecho de garantía dentro de los treinta días después de que haya recibido el aviso de incumplimiento. El aviso se le enviará por correo postal a la dirección que usted nos proporcionó. Es su responsabilidad notificarnos sobre cualquier cambio de domicilio. La pena máxima por incumplimiento de la ley en caso de no devolver un vehículo es de un año de prisión o una multa de \$150,000.

25. DEMORA PARA HACER CUMPLIR LOS DERECHOS Y CAMBIOS EN EL PLAN — Podemos demorar el cumplimiento de cualquiera de nuestros derechos conforme a este Plan la cantidad de veces que sean necesarias sin perder la capacidad de ejercerlos más adelante. Podemos exigir el cumplimiento de este Plan a sus herederos o representantes legales. Si cambiamos los términos del Plan, usted acuerda que este Plan continuará protegiéndonos.

26. CONTINUACIÓN DE LA VIGENCIA — Si un tribunal determina que alguna parte de este Plan no es exigible judicialmente, el resto mantendrá su vigencia.

27. AVISO A LOS PRESTATARIOS DE UTAH — Este contrato por escrito es la expresión final del contrato entre usted y la Cooperativa de Ahorro y Crédito. Este contrato escrito no puede contradecirse mediante la evidencia de ningún contrato oral.

28. La ley de Vermont exige lo siguiente — AVISO AL COFIRMANTE. SU FIRMA EN ESTE DOCUMENTO SIGNIFICA QUE USTED ES IGUALMENTE RESPONSABLE DE LA DEVOLUCIÓN DE ESTE PRÉSTAMO. SI EL PRESTATARIO NO PAGA, EL PRESTAMISTA TIENE EL DERECHO LEGÍTIMO DE COBRARLE A USTED.

29. USO DE LA CUENTA — Usted se compromete a utilizar su cuenta para fines de consumo (personales, familiares o del hogar), a menos que la Cooperativa de Ahorro y Crédito le otorgue una autorización por escrito para utilizar la cuenta con fines agrícolas o comerciales.

BXS048 (CUST 7/08)

DERECHOS DE FACTURACIÓN DEL PRESTATARI MANTENGA ESTA NOTIFICACIÓN PARA USO FUTURO

Esta notificación contiene información importante sobre sus derechos y nuestras responsabilidades según lo establece la ley de facturación de equidad crediticia [Fair Credit Billing Act, según sus siglas en inglés].

NOTIFIQUENOS CUALQUIER ERROR O PREGUNTA QUE USTED TENGA SOBRE SU ESTADO DE CUENTA. Si usted considera que su estado de cuenta es incorrecto, o si necesita más información sobre una transacción en su estado de cuenta, escríbanos en una hoja por separado a la dirección que aparece en su estado de cuenta. Hágalo lo más pronto posible. Debemos tener su notificación antes de 60 días luego de enviado el primer estado de cuenta en el que aparece el error o problema. Usted también puede llamarnos por teléfono, pero tal acción no protegerá sus derechos.

En su carta, usted deberá proporcionarnos la siguiente información:

- Su nombre y número de cuenta
- El monto en dólares del supuesto error.
- La descripción del error y la explicación, si es posible, del motivo que usted tiene para creer que hay un error. Si usted necesita más información, describa el punto sobre el que no está seguro.

Si usted nos ha autorizado para realizar el pago de una cuenta de tarjeta de crédito automáticamente desde su cuenta de valores o cuenta de cheques, usted puede dar la orden de suspender el pago de cualquier suma que usted considera incorrecta. Para dar la orden de suspender el pago de tal suma, deberemos recibir su carta tres días laborables previos a la fecha en que el pago automático está programado.

SUS DERECHOS Y NUESTRAS RESPONSABILIDADES LUEGO DE QUE RECIBAMOS SU NOTIFICACIÓN POR ESCRITO. Nosotros deberemos acusar recibo de su carta dentro de los 30 días , excepto que para esa fecha ya hayamos subsanado el error. Dentro de los 90 días, nosotros deberemos subsanar el error o explicar los motivos por los que creemos que el estado de cuenta era correcto.

Luego de que recibamos su carta, nosotros no podemos tratar de cobrar ningún monto cuestionado o denunciarlo a usted como moroso. Nosotros podemos seguirle enviando estados de cuenta a usted por el monto en cuestión, incluyendo los cargos financieros, y podemos aplicar cualquier monto no saldado a su límite de crédito. Usted no tiene que pagar el monto cuestionado mientras el mismo se encuentra bajo investigación, pero usted aún se encuentra obligado a pagar las partes de su estado de cuentas que están fuera de cuestionamiento.

Si nosotros nos diéramos cuenta que hemos cometido un error en su estado de cuenta, usted no tendrá que pagar ningún cargo financiero relacionado con la cantidad en cuestión. Si no cometimos un error, usted probablemente tenga que pagar cargos financieros y tendrá que hacer los pagos no realizados de la suma en cuestión. En cualquiera de ambos casos, le enviaremos un estado de cuenta del monto adeudado y la fecha de vencimiento del mismo.

Si usted no cumpliera con el pago del monto que nosotros consideramos que debe, podríamos denunciarlo como deudor moroso. Sin embargo, si nuestra explicación no le satisface y usted nos escribe dentro de los diez días informándonos su negativa a pagar, deberemos dar a conocer a las personas a quienes les informamos sobre usted que usted tiene dudas con respecto a su estado de cuenta. Y deberemos informarle a usted los nombres de las personas a las que hemos notificado. Debemos decirle a las personas a quienes les informamos sobre usted que los temas pendientes entre usted y nosotros han sido resueltos, si así fuere.

Si no seguimos estas normas, no podemos cobrar los primeros \$50 del monto en cuestión, incluso si su estado de cuenta era correcto.

NORMAS ESPECIALES PARA COMPRAS CON TARJETA DE CRÉDITO. Si usted tiene un problema con la calidad de los bienes o servicios que usted ha adquirido con su tarjeta de crédito y usted ha intentado de buena fe corregir el problema con el comerciante, usted puede tener derecho a no pagar la cantidad restante adeudada por concepto de bienes o servicios. Hay dos restricciones en cuanto a este derecho: (a) usted deberá haber realizado la compra en su estado de residencia o, si no fuera dentro de su estado de residencia, dentro de las 100 millas de su domicilio postal actual; y (b) el precio de la compra debe haber sido superior a los \$50.

Estas restricciones no se aplican si nosotros somos los propietarios u operamos dicho comercio, o si le hemos enviado la publicidad de dichos bienes o servicios.

Branch Directory

Main Office

18 South Center Street
Stockton, CA 95202

Phone: 209-948-6024
Loan Fax: 209-948-1372
Teller Fax: 209-948-2390
Accounting Fax: 209-948-1838

Ben Holt Branch

435 West Benjamin Holt Drive
Stockton, CA 95207

Phone: 209-948-6024
Loan Fax: 209-951-6048
Teller Fax: 209-952-8077

Manteca Branch

206 East Yosemite Avenue
Manteca, CA 95336

Phone: 209-824-7065
Fax: 209-825-1200

Pershing Branch

4603 North Pershing Avenue
Stockton, CA 95207

Phone: 209-948-6024
Loan Fax: 209-954-9642
Teller Fax: 209-954-9752

Lodi Branch

200 South School Street
Lodi, CA 95240

Phone: 209-368-3221
Fax: 209-365-1029

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