

Membership Agreement

&

All-in-One Disclosure

Effective July 1, 2026

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1. Membership Overview

LANGUAGE

In this Membership Agreement and All-In-One Disclosure ("Agreement and Disclosure"), the words "I", "me", "mine", "my", "us" and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing a Membership Application and/or a Signature Record for one or more deposit accounts with you. The words "you", "your", and "yours" mean MyPoint Credit Union. The words "Account" and "Accounts" mean any account(s) or sub-account(s) that I have established with you.

Your "Schedule of Fees and Charges", "Schedule of Deposit Rates" and my executed "Membership Application and Signature Record" accompany this Agreement and Disclosure and are incorporated by this reference and others herein.

2. Privacy Notices

FEDERAL PRIVACY NOTICY (Reg P)

In order to offer our members more products and services specially selected for their financial needs, MyPoint Credit Union may share members' personal and financial information with outside companies that we do business with. We also want you to know that you have the right to restrict this sharing.

Rest assured; we perform careful due diligence with all our business partners to ensure they have the same level of information security we maintain as a financial institution. If we share any member information, it is on a selective basis with trusted business partners who have a specific financial product or service that may benefit our members. In addition, it is our policy to review and approve any specific offers sent to our members by our business partners.

WHAT DOES MYPOINT CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Your name, post and email addresses, telephone number, Social Security number, Driver's license or other identification numbers, account numbers and other unique identifiers.
How?	We may collect personal information: directly from you; when you open or maintain an account or loan; when you use our debit or credit cards; when you use online or mobile banking; when you visit our website; when you call our Contact Center or visit a branch; from credit reporting agencies; from service providers and other financial institutions; from public records; and, from other sources permitted by law.

Reasons we can share your personal information	Does MyPoint Credit Union share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	YES	YES
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes - information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes - information about your creditworthiness	NO	WE DON'T SHARE
For non-affiliates to market to you	NO	WE DON'T SHARE

To limit our sharing	Call 888-495-3400, or visit our website at www.mypointcu.com Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 888-495-3400 or go to www.mypointcu.com
Who we are	
Who is providing this notice?	MyPoint Credit Union
What we do	
How does MyPoint Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MyPoint Credit	We collect your personal information, for example, when you

Union collect my personal information?	• Open an account or apply for a loan • Pay your bills • Use your credit or debit card. • We also collect your personal information from others such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes— information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on the account unless you tell us otherwise.
Definitions	
Affiliates	• Companies related by common ownership or control. They can be financial and non-financial companies. • Velera (FKA CO-OP) Financial Services, LLC
Non-affiliates	• Companies not related by common ownership or control. They can be financial and non-financial companies. • MyPoint Credit Union does not share with our non-affiliates so they can market to you.
Joint marketing	• A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include providers of financial products and services such as investment and insurance products
Other important information	

California law, under the California Financial Information Privacy Act (also known as SB1), provides that a consumer has the right to control the sharing of personal and financial information with outside companies the financial institution contracts with to provide financial products and services. This state requirement varies from the federal requirements described above and is outlined in the separate notice titled "Important Privacy Choices for Consumers" included with this notice. To exercise your right, please refer to this separate notice.

CALIFORNIA PRIVACY NOTICE

Important Privacy Choice for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choice below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choice

Restrict Information Sharing with Other Companies We Do Business with To Provide Financial Products and Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

□ NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice at any time. However, if we do not hear from you, we may share some of your information with other companies with whom we have contracts to provide products and services.

Name: _____

Account Number: _____

_____

Signature:

Date:

_____

_____

To exercise your choice, please do one of the following:

1) Fill out, sign, and send back this form to us (you may want to make a copy for your records).
2) Call our Member Services Center toll-free at (888) 495-3400.
3) Fill out, sign and fax back this form to us at (858) 495-3416.

3. Truth in Savings Disclosure

Dividend Rates.

I will refer to your Schedule of Deposit Rates for specified dividend rate(s) and minimum balance requirements for each type of dividend-bearing Account. I understand that dividend rates and Annual Percentage Yields are subject to change at any time as determined by the Board of Directors.

Nature of Dividends.

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

Dividend Period.

Unless otherwise noted, the dividend period is monthly and dividends are earned beginning on the first calendar day of the month and ending on the last calendar day of the month. Certificate terms of less than one year post dividends at maturity. All other accounts post dividends at month end.

Balance Computation Method.

Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the Account each day.

Compounding and Crediting (Except for Share Certificates).

Dividends for dividend-bearing Accounts will be compounded daily and will be credited monthly. For such Account types, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for example is January 31. If dividends are scheduled to be paid on a date that is not a business day, dividends will be paid on the next business day. If I close my Account before dividends are credited, I will receive the accrued dividends. I will refer to my Share Certificate Agreement and Disclosure for dividend compounding, crediting, and possible early withdrawal penalty information pertaining to my Share Certificate account.

Accrual of Dividends on Non-Cash Deposits.

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

Crediting of Non-Cash Deposits.

All non-cash payments shall be credited on the day of deposit; however, such funds may not be available for immediate withdrawal until final payment is received by the Credit Union. For further details, I will refer to the Funds Availability Policy and Disclosure found herein.

Fees and Charges.

I will refer to your Schedule of Fees and Charges for disclosure of the fees and charges that may be assessed against my Account, including any fees related to electronic funds transfer services. You shall debit such charges against any Account I own (except my IRA Accounts), including Accounts on which I am a joint owner. If my account has an insufficient balance to pay fees, my account may be overdrawn, and the charges will become payable on demand by you.

I understand that certain Federal and State penalties may apply to amounts withdrawn from IRA Accounts.

Except for Bill Pay Online, electronic funds transfer fees, if applicable, are assessed at the time of the transfer.

4. Electronic Fund Transfers

Definitions.

The acronym "ACH" refers to Automated Clearing House services. The term "ARROW" refers to your audio response (i.e., telephonic access and transfer) system. The acronym "ATM" means an automated teller machine. "Card" means my ATM card or my Visa Check Card and any duplicates, renewals or substitutions that you issue to me. The acronym "EFT" means an electronic funds transfer. "Password" refers to the password I have selected to access my Accounts via the Internet through MyPoint Online and/or the MyPoint Credit Union Online "Bill Pay Online" feature. The acronym "PIN" means my personal identification number. The acronym "POS" stands for point-of-sale. The term "RTP" means Real-Time Payments.

Acknowledgment of Agreement.

By retaining, using or allowing others to use the electronic services offered by you, I agree to be bound by the terms and conditions of this section.

Responsibility for Transactions.

I am responsible for all transactions I make with the Card or that I authorize another person to make with the Card. I understand that if I disclose my PIN to anyone, they will have access to all Accounts identified by my Account number. If the Account is a joint Account, all transactions involving the Account are binding on all owners. My responsibility for unauthorized transactions is disclosed under "My Liability" below.

Confidentiality.

You will treat my electronic funds as transfers with the same degree of confidentiality that you afford to all of my business with you as disclosed in the "Notice of Financial Privacy Rights" section of this Agreement and Disclosure.

Business Days.

I understand that for the purposes of electronic fund transfers, your business days are the same as those listed in the "General Terms, Conditions and Disclosures" section of this Agreement and Disclosure.

Fees.

When I use an ATM that is not owned by you, I may be charged a fee by the ATM operator or any network used and I may be charged a fee for a balance inquiry even if I do not complete a funds transfer.

Access Requirements.

I understand that you require me to have:

- Internet access, Netscape Navigator or Microsoft Explorer Internet Browser, a transaction account and a PIN/password to access MyPoint Online and Bill Pay Online.
- A Card and a PIN to access ATMS and POS terminals
- A PIN to access ARROW.

Duty to Protect PIN and Passwords.
I understand that my PIN and/or password are confidential and that I am to memorize them. If I forget one or both, I will contact you for instructions on how to choose a new one. **I agree that I will not share my online banking username, password, or card PIN with any other person.** If I do share my online credentials or card(s) with others, I agree to accept full responsibility for another's access to my accounts and any transactions that may be performed on my account(s) by another. **I understand that credit union staff will never ask for my confidential PIN and/or password.**

TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO AUTOMATED CLEARING HOUSE (ACH) SERVICES

I can sign up for your ACH services to:

- Make deposits to savings and/or checking Accounts.
- Make loan payments.
- Pay bills or make payments to other third parties (through Zelle®) directly from my savings and/or checking Account in the amounts and on the days I request; and,
- Make transfers to and from my accounts at other financial institutions.

The payee named on my paper check may:

- Convert my paper check to an ACH or other electronic funds transfer at the point of purchase.
- Convert my returned check, as well as any fees that the payee charges for returned checks, to an ACH transaction.

Choice of Law.

You may accept on my behalf payments to my account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. My rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Associations, which are applicable to ACH transactions involving my account.

Notice of Receipt of ACH Items.

Under the operating rules of the National Automated Clearing House Association that are applicable to ACH transactions involving my account, you are not required to give next day notice to me of receipt of an ACH item, and you will not do so. However, you will continue to notify me of the receipt of items in the periodic statements you provide to me.

Provisional Payment.

Credit given by you to me with respect to an ACH credit is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement, you may reverse the provisional credit entry, whereupon the party making payment to me via such entry (i.e., the originator of the entry) shall not be deemed to have paid me the amount of such entry.

Good Funds Available.

You will use a "good funds available" process before sending or receiving any ACH transactions I originate through you. Funds must be available in my account as a condition for credit payments I send to others. Similarly, when I originate debits to other accounts wherein, I am owed money, my account will be credited only when the transaction has settled and you have received funds into my account.

LIMITATIONS ON ATM, POS, AND BILL PAY TRANSACTIONS

Available Card Transactions. I may use my Card and PIN for the following transfers:

- Withdraw cash from my checking, savings and in some instances, line of credit Accounts at an ATM or POS terminal (and at financial institutions that accept VISA with my Visa Check Card).
- Make deposits to my checking and savings Accounts at ATMs.
- Transfer funds between my checking, savings and in some instances, loan Accounts at ATMs.
- Pay for purchases at POS locations that have agreed to accept my Card.
- I may use my Visa Check Card without my PIN to:
    - Purchase goods or services by mail or telephone from places that accept VISA cards.
    - Make automatic payments from my Account to pay bills or other charges, providing that the payee agrees to accept payments this way.

I understand that some of these services may not be available at all terminals. I may use my PIN without my Card for the following transfers:

- Transfer funds between my checking, savings and in some instances, loan Accounts through ARROW or MyPoint Credit Union Online.
- Order a check made payable to me and drawn from my checking, savings and in some instances, line of credit Accounts through ARROW or MyPoint Credit Union Online.
- Pay bills from my checking and savings Accounts in the amounts and on the days that I request through Bill Pay Online.

New Accounts.

My withdrawals within the first 90 days of my account's opening are limited to $500 for ATM ($100.00 during computer down time) and $500 for POS transactions within each 24-hour period. Ninety days after account opening and if my account is in good standing, I may make ATM cash withdrawals up to $500.00 ($100.00 during computer down time) and POS transactions up to $2,500.00 each 24-hour period if the available balance in my account is sufficient to cover the transaction. You reserve the right to change my ATM and POS limits at any time and in your sole discretion. I am limited to fifteen (15) ATM and POS withdrawals, in any combination, each 24-hour period.

- Purchases made with a VISA Check Card that are above the **merchant's floor limit** will require an authorization number from VISA.
- I understand that various institutions that participate in networks of which you are also a member **may have withdrawal limits that are different** from the amounts set forth herein. If a specific ATM is so limited, I may not be able to withdraw more than the cash limit of that particular ATM.
- I understand that my Card may only be used for legal transactions. Some internet transactions (e.g., Internet gambling) may be illegal in the jurisdiction in which I am located, including the United States. Legal **purchases of cannabis products are not permitted by Visa**. Display of a payment card logo by an online merchant does not mean that the transaction(s) is/are legal in the jurisdiction in which I am located.
- I understand that Bill Pay Online cannot be used to process any payments to Federal, State, or local tax agencies, or to payees outside of the United States. In addition, each Bill Pay Online payee must appear on the payee list that I create and the account from which I am directing payment must be in my name.
- I further understand that when I turn 18 years of age, the transaction limitations on my debit card may automatically be upgraded to the standard ATM and Point of Sale (POS) limits disclosed above

Documentation of Transactions.

I will be offered a receipt at the time I make a transfer at one of your ATMs and, if using a VISA Check Card, at a VISA merchant location. I will retain the receipt and compare it with my monthly statement. You will send me a monthly Account statement reflecting all of my EFT transactions, unless there is no EFT activity in a particular month, in which case you may send me a quarterly statement.

Preauthorized Payments.

If I have told you in advance to make regular payments out of my Account and these payments vary in amount, the payee will tell me 10 days before each payment when it will be made and how much it will be. I 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 I set.

Preauthorized Credits.

If I have arranged to have direct deposits made to my Account at least once every 60 days from the same person or company, I can inquire to online banking or your mobile banking application on my Smart Phone, or call you at (858) 495-3400 or toll free (888) 495-3400 to find out whether or not the deposit has posted.

My Right to Stop Payment and Procedure for Doing So.

If I have told you in advance to make regular payments out of my Account, I can stop any of these payments by calling you at (858) 495-3400 or toll free (888) 495-3400, or by writing to you through online banking or your mobile banking application on my Smart Phone, or via U.S.P.S. addressed to you at 9420 Farnham Street, San Diego, CA, 92123-1321, in time for you to receive my request three (3) business days or more before the payment is scheduled to be made. If I call you, you will also require me to put my request in writing and get it to you within 14 days after I call. You will charge me a stop payment fee as disclosed in the Schedule of Fees and Charges for each stop payment order I give you. If I order you to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled and you do not do so, you will be liable for my losses or damages.

Refusal to Honor Card.

You are not liable for the refusal or inability of any electronic terminal to honor my Card or to complete a withdrawal from my Account, or for their retention of the Card. You are also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

My Liability as a Consumer.

I must notify you AT ONCE in accordance with the procedures described herein if I believe my Card, PIN, or online password has been lost or stolen. I understand that I could lose all the money in my Account, including my maximum overdraft line of credit. Telephoning you is the best way for me to minimize my potential losses. If I notify you within two (2) business days after I learn of the loss or theft of my Card, PIN, or password, I can lose no more than $50.00* if someone accesses my account (by Card, PIN, or password) without my permission. If I do NOT tell you within two (2) business days after I learn of the loss or theft, and you can prove that you could have stopped someone from using my card, PIN, or password without my permission if I had told you, I could lose as much as $500.00*. I must also notify you AT ONCE if my statement shows transactions that I did not make. If I do not tell you within 60 days after you mailed the statement to me, I may not get back any money I lost* after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason, such as a long trip or hospital stay, kept me from notifying you, you will

extend the time periods.

If I have authorized someone else to use my Card, PIN, or password, I am responsible for all transactions that person initiates at any time, even if the amount or transactions exceed what I may have authorized.

**If my Visa Check Card was used to perform the unauthorized transaction, and the transaction was processed through the Visa system as a "credit" transaction, I will not be liable for any unauthorized amounts. However, if you determine that I was negligent or fraudulent in handling my account, you can require that I pay for all or part of the transactions, subject to the liability limits imposed by applicable laws.*

To Report a Lost or Stolen Card.

If I believe my Card, PIN, or password has been lost or stolen, I may lock my card through your mobile banking application Card Management tab or I will call you at you at (858) 495-3400, or toll free (888) 495-3400. If I suspect that someone has transferred or may transfer money from my Account without my permission, I will call you at (858) 495-3400, or toll free (888) 495-3400. In any event, I may also write to you at 9420 Farnham Street, San Diego, CA 92123-1321 or e-mail you at callcenter@mypointcu.com. Depending upon the circumstances, you may require me to file a police report or an affidavit.

Your Liability as a Financial Institution.

If you do not complete a transaction to or from my Account on time or in the correct amount in accordance with our agreement, you will generally be liable for my losses or damages, not to exceed the amount of the original transaction, except as otherwise provided by law. Any conflict regarding what your employees and I say or write to one another will be resolved by this Agreement. Instances in which you will NOT be liable include, but are not limited to:

- Through no fault of yours, I have insufficient available funds in my Account to make the transaction.
- The transaction would exceed the credit limit on my credit line.
- The terminal where I was making the transaction did not have enough cash.
- The ATM, phone lines, or computer system were not working properly, and I was aware of the malfunction when I started the transaction.
- Circumstances beyond your control, such as fire, flood, power failure or computer down time prevented the transaction, despite reasonable precautions that you have taken.
- The money in my Account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction.
- My Card has expired, is damaged so that the terminal cannot read the encoding strip, it is inactive, or because my PIN has been entered incorrectly.
- My Card, PIN, or password has been reported lost or stolen and you have blocked the Account.
- The failure to complete the transaction is necessary to protect the integrity of the system or to protect the security of my Account.
- The estimate of time to allow for delivery to the payee is inaccurate due to delays in mail delivery, change or merchant address or account number, the payee does not process a payment correctly, or the payee does not process payments in a timely manner.

"PINless" Debit Transactions.

Effective July 1, 2008, VISA® implemented the option for you to use a non-Visa network with your Visa Check Card without entering your Personal Identification Number (PIN) for certain merchants. These transactions are referred to as PIN-less debit transactions and are considered non-Visa debit transactions. Merchants must provide you with a clear way of choosing to make a Visa debit or a PIN-

less debit transaction through a non-Visa debit network if they support this option. A non-Visa or PIN-less debit transaction may occur on your Visa Check Card through the AFFN® and STAR® networks.

Effect on Agreement.

Even though sales, cash advance or other slips that I sign or receive when using the Card or Account number on the card may contain different terms, this Agreement is the sole Agreement that applies to all transactions involving the Card.

Card Benefits/Enhancements.

You may from time to time offer additional services in connection with my Card. Some may be at no additional cost to me and others may involve a specified fee. I understand that you are not obligated to offer such services and you may withdraw or change them at any time.

Transaction Processing Options.

In some instances, the payee may ask me whether I want my Card transactions processed as a VISA "Credit" or as a VISA "Debit" transaction.

- If I select the "Debit" option, my transaction will be processed through ATM networks. I understand that a service charge may be assessed by the owner of the ATM or Point of Sales terminal. I understand that transactions processed through ATM networks are not eligible for the "zero liability" protection against unauthorized transactions, However, my liability for unauthorized transactions may still be limited as outlined in the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds and Related Services" section of this disclosure.
- If I select the "credit" option, my transaction will be processed through the VISA network. The owner of the terminal may not assess a terminal usage service charge on my transaction. I understand that transactions processed through the VISA network are eligible for VISA's "zero liability" protection against unauthorized transactions as outlined in the Additional Terms, Conditions and Disclosures Applicable to Electronic Fund Transfers and Related Services" section of this disclosure.

You advise that I should choose to use VISA® when making a transaction with a PIN.

Certain protections and rights applicable only to Visa Check Card transactions such as Visa's zero liability or chargeback and dispute resolution benefits will not apply to transactions processed on the AFFN® and STAR® networks. Please refer to the section titled My Liability as a Consumer for provisions concerning non-Visa PINless transactions.

Card Ownership.

I understand that all Cards are non- transferable and belong to you. I further understand that you may cancel, modify and/or restrict the use of any Card upon proper notice, or without notice if my Account is overdrawn or where necessary to maintain or restore the security of Accounts on the computer system. Upon cancellation of my Card, I agree to return the Card to you or destroy it upon your request.

Foreign Transactions.

Transactions that are initiated in foreign countries and foreign currencies will be charged to my account in U.S. Dollars. The conversion rate to Dollars will be the wholesale market rate, or the government-mandated rate, whichever is applicable, in effect one (1) day prior to the processing date, increased by up to one percent (1%).

Payment Authorization.

By using my Card with my PIN at ATMs, POS terminals or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), I am authorizing you to process transactions to or from my Account(s) in accordance with the instructions provided at the terminals. Transactions conducted with my Card will be charged to my Account on the date it is posted to my Account. My Account will be immediately debited for any authorization received from a merchant.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO BILL PAY ONLINE

Insufficient Funds.

You will notify me through Bill Pay Online on the day a payment is scheduled to be made if there are not sufficient funds available in my Account. I understand that you will not make any further attempts to process the payment.

Payment Methods.

I understand that payments may be deducted from my Account by two methods:

- By an electronic debit through the Automated Clearing House Association (ACH);
- By check.

The method of payment depends upon the processing method that can be accommodated by the payee.

Payment Lead Time.

For each payee I set up, Bill Pay Online will advise me what time period should be sufficient under normal circumstances for the payee to receive a payment. I should allow two (2) business days for ACH payments and five (5) business days for check payments. I may obtain the payee's payment method (e.g., ACH or check) by reviewing that particular payee's information in the payee database. I must allow sufficient time for the payee to receive and process the payment before the payment due date (i.e., the due date shown on my invoice). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges or other actions taken by the payee.

My Authorization.

By providing you with the names and account information of those payees to whom I wish to direct payment through Bill Pay Online, I authorize you to debit my Account and remit funds on my behalf. All payees to be paid through Bill Pay Online will be paid in U.S. Dollars.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY TRANSACTIONS

I will telephone you at (858) 495-3400 or (888) 495-3400 (toll free), or write to you at 9420 Farnham Street, San Diego, CA 92123-1321 as soon as possible if I think my statement or receipt is wrong, or if I need information about a transaction listed on my statement or receipt. You must hear from me no later than 60 -days after you send the FIRST statement on which a problem or error appears. When I inquire about transactions on my statement, I will:

- Tell you my name and Account number, if applicable.
- Describe the error or the transfer I am unsure about, explaining as clearly as possible why I believe it is an error or why I need more information;
- Tell you the dollar amount of the suspected error.

If I tell you orally, you require that I send you my complaint or question in writing within ten (10) business days. If you do not receive it within ten (10) business days, you may elect not to credit my Account.

You will tell me the results of your investigations within ten (10) business days* after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45** days to investigate my complaint or question. If you decide to do this, you will credit my Account within ten (10) business days for the amount I think is in error so that I will have use of the money during the time it takes for you to complete your investigation. [If the error I assert is an unauthorized Visa transaction other than a cash disbursement at an ATM, you will credit my account within five (5) business days unless you determine that the circumstances or my Account history warrant a delay, in which case I will receive credit within ten (10) business days.]

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

**If I give notice of an error within 30 days after I make the first deposit to my Account, you will have 20 business days instead of ten (10) business days.*

*** If I give notice of an error within 30 days after I make the first deposit to my Account, notice of an error involving a point-of-sale transaction, or notice of an error involving a transaction initiated outside the U.S. or its possessions and territories, you will have 90 days instead of 45 days to investigate.*

TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES

I may terminate my EFTs and ACH instructions at any time. You reserve the right to terminate my EFT(s), ACH instructions and/or my use of my Card, PIN or password with or without cause. You may do so immediately if:

- I or any authorized user of my Card, PIN, password, or Account breaches this or any other agreement with you.
- You have reason to believe that there has been, or might be, an unauthorized use of my Card, PIN, password or Account; or
  - I or any authorized user of my Card, PIN, password or Account request that you do so.

5. Funds Availability

A hold for uncollected funds may be placed on funds deposited by check or similar instruments. This could delay my ability to withdraw such funds. The delay, if there is any, would not exceed the period of time permitted by law.

My Ability to Withdraw Funds.

I understand that your policy is to make funds from my cash, check, and wire deposits available to me no later than the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Once they are available, I can withdraw the funds in cash, and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If I make a deposit before the close of business on a business day that you are open, you will consider that to be the day of my deposit. However, if I make a deposit after the close of business or on a day you are not open, you will consider that the deposit was made on the

next business day you are open.

Longer Delays May Apply.

In some cases, you will not make all the funds that I deposit by check available to me by the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second business day after the day of my deposit. The first $275 of my deposits, however, may be available by the first business day.

If you are not going to make all the funds from my deposit available by the first business day, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the day after you receive my deposit.

I will tell you if I need the funds from a deposit right away and will ask you when the funds will be available.

In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than $6,725.00 in any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts.

If I am a new member, I understand that the following special rules will apply during the first 30 days my Account is open:

- Funds from direct electronic deposits to my Account will be available on the day you receive the deposit.
- Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, travelers, and Federal, State and local government checks will be available by the first business day after the day of my deposit if the deposit meets certain conditions. (For example, the checks must be payable to me.)
- The excess over $6,725.00 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first $6,725.00 may not be available until the second business day after the day of my deposit.

Deposits at Proprietary Automated Teller Machines (ATMs).

I understand that any funds (cash or checks) deposited at proprietary ATMs (i.e., ATMs that you own or operate) will not be available to me for immediate withdrawal. Depending upon the type of item(s) that I deposit, $275 will generally be available on the next business day, and the remaining funds generally will not be available until two (2) business days after the day of my deposit. Proprietary ATMs will display the MyPoint Credit Union name and logo. A list of proprietary ATMs is available to me upon request or by visiting your website.

Deposits at Non-proprietary Automated Teller Machines (ATMs).

I understand that any funds (cash or checks) deposited at non-proprietary ATMs (i.e., ATMs that you do not own or operate) will not be available to me for immediate withdrawal. Depending on the type of item(s) that I deposit, such funds generally will not be available until five (5) business days after the day of my deposit. Non-proprietary ATMs will display the Credit Union CO-OP name and logo. I understand that not all Credit Union CO-OP ATMs accept deposits. A list of non-proprietary ATMs is available to me upon request or by visiting your website.

Cash Withdrawal Limitation.

You place certain limitations on withdrawals of cash. In general, $275.00 of a deposit is available for withdrawal on the first business day following the day of deposit. In addition, a total of $550 of other funds becoming available on a given day is available for withdrawal in cash at or after 9:00 a.m. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

Unforeseen Delays.

Any delay by you beyond the time limits prescribed above shall be excused if caused by interruption of communication facilities, suspension of payments by a financial institution, emergency conditions or other circumstances beyond your control if you exercise such diligence as the circumstances require.

Effect on Rights.

In no event does the above policy affect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

6. Courtesy Pay Disclosures and Checking Accounts

This Courtesy Pay Disclosure ("Disclosure") sets forth the applicable terms and conditions when you (the credit union) will pay overdrafts in my checking account and charge me a fee. It is referred to as a "Courtesy Pay" program.

Definitions.

- "Overdraft" means there are not sufficient **available** funds in my account to pay for a transaction, but the transaction is paid under the Courtesy Pay program, which results in a negative (or "overdraft") balance.
- "Non-sufficient funds" transactions are check or pre-authorized transfer transactions that are presented to you for payment on my checking account when my account lacks **sufficient collected or available funds** to pay such transaction, and that are returned unpaid.

Actions.

- You retain the discretion to either:
    - (1) return such non-sufficient funds transactions unpaid and charge an associated overdrawn fee; or
    - (2) pay such transactions that are presented when my account lacks sufficient collected or available funds under the Courtesy Pay program, resulting in an overdraft, and to charge an associated Courtesy Pay fee.
- Non-sufficient available funds or an overdraft transaction may result from: A) The payment of

checks, electronic funds transfers or other withdrawal requests; B) payments authorized by me; C) The return, unpaid, of items deposited by me; D) The imposition of applicable service charges; or E) the deposit of items, which, according to the credit union's Funds Availability Policy, are treated as not yet "available" or finally paid.

- If you pay for an overdraft, I will be charged a fee as described in your Schedule of Fees and charges. The Overdrawn or Courtesy Pay fees are described in our Schedule of Fees and Charges, which is updated periodically.

Courtesy Pay Coverage of Everyday ATM and debit card transactions.

I must affirmatively consent to this Courtesy Pay coverage of my everyday ATM and debit card transactions. Without my consent, you may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient available funds in my account.

This Courtesy Pay Disclosure includes important information regarding my account balance, how transactions are posted to my account, and when a Courtesy Pay fee will be charged. I will read these disclosures carefully. If I have questions, I will see a branch representative or call (858) 495-3400.

Limitations.

Available only to eligible personal checking and sole proprietor accounts, primarily used for personal household and small business purposes. Young Adult checking accounts 18- 23 years old, Business Accounts, Savings Type Accounts, Money Market Accounts, and Public Fund/Charitable Organization Accounts are not eligible. You may limit the number of accounts eligible for Courtesy Pay.

ACCOUNTS NOT ELIGIBLE FOR COURTESY PAY INCLUDE:

- Accounts with a loan past due for more than 10 days.
- Accounts that had three or more returned deposited items in a year.
- Accounts that have an invalid or incorrect address on file.
- Dormant Accounts and accounts flagged for bankruptcy, charge-offs, liens, levies, or garnishments are not eligible.

**The Courtesy Pay service does not constitute an actual or implied agreement between you and me, nor does it constitute an actual or implied obligation of or by you. This service represents a purely discretionary courtesy overdraft that you may provide to me from time to time and which may be withdrawn or withheld by you at any time without prior notice or reason of cause. I may elect to Opt-out of this service at any time by contacting the call center at (888) 495-3400.*

MANAGING MY CHECKING ACCOUNT BALANCE

My checking account has two kinds of balances: the **"current" balance** and the **"available" balance**. Both can be checked when I review my account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that I know how much money is in my account at any given time. This section explains current and available balances and how they work.

My **current balance** is the amount of money that is actually in my account at any given time, but not all funds included in the current balance are considered available for transactions on my account. The current balance reflects transactions that have "posted" to my account, but not transactions that have been authorized and are pending. While the term "current" may sound as though the number I see is an up-to-date display of what is in my account that I can spend, that is not always the case. Any purchases, holds, fees, other charges, or deposits made on my account that have not yet been posted

will not appear in my current balance. For example, if I have a $50.00 current balance, but I just wrote a check for $40.00, then my current balance is $50.00 but it does not reflect the pending check transaction. So, at that point, my account reflects the current balance of $50, but I have already spent $40.

My **available balance** is the amount of money in my account that is available to me to use without incurring a Courtesy Pay fee. The available balance considers things like holds placed on deposits and pending transactions (such as pending debit card purchases) that you have authorized but that have not yet posted to my account. For example, assume I have a current balance of $50 and an available balance of $50. If I were to use my debit card at a restaurant to buy lunch for $20, then that merchant could ask you to pre-authorize the payment in that amount (or even in a different amount). Under this example, if the merchant requested preauthorization in the amount of $20, you would place a "hold" on my account for $20 (referred to as the authorization hold). My current balance would still be $50.00 because this transaction has not yet posted, but my available balance would be $30 because of the restaurant's preauthorization request that resulted in an authorization hold of $20 on my account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), you will post the transaction to my account, and my current balance will be reduced by the amount of the posted transaction.

Available balance is used to determine when my account is overdrawn. The following example illustrates how this works: Again, assume my current and available balances are both $50, and I swipe my debit card at a restaurant for $20. If the restaurant requests preauthorization in the amount of $20, an authorization hold is placed on $20 in my account, so my available balance is only $30. However, my current balance is still $50. Before the restaurant charge is sent to you for processing, a check that I wrote for $40 clears. Because I have only $30 available (due to the authorization hold of $20), my account will be overdrawn by $10, even though my current balance is $50. In this case, you may pay the $40 check, but I will be charged a Courtesy Pay fee. That fee will be deducted from my account, further reducing the balance.

My account is considered overdrawn when the available balance in my account is negative (less than $0). It is very important to understand that I may still overdraw my account even though the available balance appears to show there are sufficient funds to cover a transaction that I want to make. This is because my available balance may not reflect all my outstanding checks and automatic bill payments that I have authorized, or other outstanding transactions that have not been paid from my account. In the example above, the outstanding check will not be reflected in my available balance until it is presented to you and paid from my account.

In addition, my available balance may not reflect all my debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by you and paid from my account. Additional information regarding how authorization holds affect my account's available balance can be found in the "Signature Debit Card Transactions" provision below.

HOW TRANSACTIONS ARE POSTED TO MY ACCOUNT

There are basically two types of transactions in my account: credits or deposits of money into my account, and debits or payments out of my account. It is important to understand how each is applied to my account so that I know how much money I have and how much is available to me at any given time. This section explains generally how and when you post transactions to my account.

Credits. Most deposits are added to my account when you receive them. For some checks I deposit, only $275 will be made available the next business day following the deposit. Depending on where the check is drawn, the balance will be available no sooner than two (2) business days later. There may be extended holds on checks over $6,725. Thus, my available balance may not reflect the most recent deposits to my account. For details on the availability for withdrawal of my deposits, see the section of my Membership Agreement & All-in-One Disclosure entitled "Funds Availability Policy and Disclosure."

Real-Time Payments/Prohibition on Foreign Payments. Real-Time Payments ("RTP") is an electronic payment system which permits payment senders to send funds in real-time to payment receivers for deposit into the receiver's account. RTP provides nearly immediate access to funds in the receiver's account. I understand that you do not allow me to send RTP to others, but you will accept funds from RTP for deposit into my account. I understand that the RTP system is for domestic payments only and that payments transferred between either a sender or receiver located outside of the U.S. are prohibited. I also agree that I will not use my account to receive RTP on behalf of any person who is not a U.S. resident or is otherwise domiciled outside of the U.S. I agree to comply with all regulations of the Office of Foreign Assets Control ("OFAC").

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and you are not necessarily in control of when transactions are received.

- **Checks.** When I write a check, it is processed through the Federal Reserve System. You receive data files of cashed checks from the Federal Reserve each business day. The checks drawn on my account are compiled from these data files and paid each day. You process the payments by draft number, from low check number to highest.

- **ACH Payments.** You receive data files every business day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill payments I have signed up for. Each day, ACH transactions for my account are grouped together and paid by the sequence number assigned by the Federal Reserve.

- **Point of Sale (POS) Debit Card Transactions.** These are transactions where I use my debit card and I enter my PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from my account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

- **Signature Debit Card Transactions.** These are transactions where I make a purchase with my debit card and I do not enter my PIN but instead am asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, you commit to making the requested funds available when the transaction finally posts and as such, you generally place a temporary hold against the available funds in my account. You refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from my available balance. Authorizations are deducted from my available balance but not my current balance as they are received by you throughout each day. At some point after I sign for the transaction, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after I signed for it, depending on the merchant and its processing company. Until the transaction finally settles or you otherwise remove the hold (for example, you may remove the hold because it exceeds the time permitted, or you determine that it is unlikely to be processed), the funds subject to the hold will not be available to me for any other purposes. This will reduce the Available Balance in my account against which other payment

requests post. If, because of these "authorization holds" my account is overdrawn, I agree to pay all fees associated with the overdraft payments. These payment requests are received in real time throughout the day and are posted to my account as they are received.

Please note: the amount of a signature debit card authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if I use my card at a restaurant, a hold will be placed in the amount of the bill presented to me, but when the transaction is posted it will include any tip that I may have added to the bill. This may also be the case where I swipe my debit card at gas stations and hotels and other retail establishments. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. You cannot control how much a merchant asks you to authorize, or when a merchant submits a transaction for payment. You are permitted to place an authorization hold on my account for up to three (3) business days (or up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from my account. However, if the transaction is not submitted for payment, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant and finally posted to my account. If this happens, you must honor the prior authorization and will pay the transaction from my account. In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you may maintain the authorization hold even after the purchase amount is actually paid from my account. However, in these instances, you will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

This is a general description of how certain types of transactions are posted. These practices may change, and you reserve the right to pay items in any order you chose as permitted by law.

You may receive multiple deposit and withdrawal transactions on my account in many different forms throughout each business day. This means that I may be charged more than one Courtesy Pay fee if you pay multiple transactions when my account is overdrawn. Similarly, if a withdrawal transaction, defined as a check, ACH, POS or Signature card debit is presented and you refuse payment, and the merchant may continue to re-send the same withdrawal again in a subsequent attempt to collect payment. If so, you have the right to charge my account a Courtesy Pay or non-sufficient funds (NSF) fee each time a withdrawal request is presented against insufficient funds in my account.

The best way to know how much money I have and avoid paying overdraft fees is to record and track all of my transactions closely.

You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. Rather than automatically returning, unpaid, any non-sufficient funds items that I may have, if my eligible account (primary used for personal and household purposes) has been open for at least ninety (90) days and thereafter I maintain my account in good standing, which includes at least: (A) I am not in default on any loan obligation to you, (B) I bring my account to a positive balance (not overdrawn) at least once every thirty (30) days, and (C) my account is not the subject of any legal or administrative order or levy, you will consider, without obligation on your part, approving my reasonable overdrafts. This discretionary* service will generally be limited to $300, $500, or $750 (depending on type of account) overdraft (negative) balance for checking accounts. Of course, any and all fees and charges, including without limitation our Overdrawn/Courtesy Pay fees (as set forth in your Schedule of Fees and Charges) will be included in this limit and will apply to any transaction that overdraws my account or any non-sufficient funds transactions including, but not limited to, payments authorized, checks, ACH/Electronic Items, Debit Card/Check Card's, POS, Internet

Banking/Online Banking and Telephone Banking Transactions.

You may refuse to pay an overdraft for me at any time, even though my account is in good standing and even though you have previously paid overdrafts for me. You have no obligation to notify me before you pay or return any item. The amount of any overdraft plus any applicable Overdrawn and/or Courtesy Pay fees that I owe you shall be due and payable upon demand. If there is an overdraft paid by you on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our applicable Overdrawn and/or Courtesy Pay fees.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO ALL CHECKING ACCOUNTS:

Qualification for all Checking Accounts: I may not have a derogatory record on any account verification service you use to qualify new account applicants. Further, you may determine my eligibility for a checking account by using additional other sources, including but not limited to credit reports, payment histories, and my prior bank's references.

- **Check Copies.** I understand that all checking accounts are truncated Accounts, which means that my canceled checks will not be returned to me. I further understand that images of all canceled checks retained by you are stored in an electronic format and the original checks are destroyed. I may request copies of paid checks at any time. Such requests may be subject to a fee as disclosed in your Schedule of Fees and Charges. I understand that if I did not order my checks through your approved check vendors, you are not responsible for the quality of any check copy that I request from you.

- **Checks Authorized by Alternative Means.** You may pay and charge my applicable Account checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR-encoded information identifying my Account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing to you and to the agency to whom the sample MICR writing was provided, and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance or any other loss or damage to me.

- **Terms of Check Payment.** If you have made good faith payment to a holder, you may charge my Account according to-the original terms of my check; or the terms of my completed check unless you have notice that any such completion is improper.

- **Death, Dissolution or Incompetence.** Death, dissolution or incompetence of me or any joint owner or signatory shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have reasonable opportunity to act on it. Even with knowledge, you may, for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the Account under rules established by you. I shall notify you if any of us die, become incapacitated or our organization is dissolved.

- **Dispute of Paid Checks.** If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:

  - Any holder in due course on the check against the drawer or maker.
  - The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

- **Lost or Stolen Checks.** I will notify you immediately if my checks are lost or stolen.
- **Check Printing Orders.** For security and check processing purposes, I agree to only use checks that are printed by your authorized vendor or that meet or exceed your authorized vendor's standards in terms of paper quality, security features and MICR line printing. If I do not and:

  - My check is rejected by automated processing equipment and must be manually processed, I may be assessed a manual check processing fee as disclosed in the Schedule of Fees and Charges.

  - My check is altered or misused in a manner that could have been detected or prevented if your vendor's standard security features had been in place, you will not be liable for any losses.

As a convenience to me, you will submit my initial order and reorders for personalized check printing (and any optional accessories that I might select) to your authorized check vendor. If the vendor accepts the initial order and reorders, the vendor will mail the checks and any accessories either directly to me or to me in care of you. I authorize you to charge my checking Account for the cost of delivered checks and any accessories ordered, plus applicable sales tax and shipping costs at the fee set forth in the vendor's published price list, which is disclosed at the time of my initial order and available for my review at any time thereafter upon request.

CHECK 21

The Check Clearing for the 21st Century Act (Check 21) was signed into law on October 28, 2003, and became effective on October 28, 2004. Check 21 is designed to foster innovation in the payments system and to enhance its efficiency by reducing some of the legal impediments to check truncation. The law facilitates check truncation by creating a new negotiable instrument called a substitute check, which permits banks to truncate original checks, to process check information electronically, and to deliver substitute checks to banks that want to continue receiving paper checks. A substitute check is the legal equivalent of the original check and includes all the information contained on the original check.

7. Legal & Regulatory Disclosures

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law under the **U.S.A. PATRIOT Act** requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What does this means for me: When I open an account, you will ask for my **name, residence address, date of birth, and other information that will allow you to identify me. You may also ask to see my driver's license or other identifying documents.** If I open an account on behalf of a non-personal entity or business, I understand that

you will obtain, verify, and record information that confirms the authenticity of the entity and identifies each individual holding a 25 percent or more ownership in the entity, and each individual with a significant responsibility to control, manage, or direct the entity.

PROHIBITION OF UNLAWFUL INTERNET GAMBLING (Regulation GG)

In accordance with Regulation GG (the Unlawful Internet Gambling Enforcement Act), I agree that I will not use my account(s), access devices, or services to facilitate restricted transactions for myself or others in connection with unlawful internet gambling or any other illegal activity. I understand that my account may be closed and access to various payment methods and account services terminated for my engaging in unlawful internet gambling or any other illegal activity.

PROHIBITION OF CANNABIS ACCOUNTS

I affirm that I am not employed, contracted or engaged in the cultivation, manufacture, distribution, dispensing, or delivery of any cannabis products and I agree that I will not use my account(s), access devices, or services to facilitate transactions for myself or others who are associated with the cannabis industry. Further, I affirm that I do not derive income personally or from any entity I own or control - - including but not limited to salaries and wages, contract income, bonuses, incentives, commissions, finder's fees, per diem, or stipends - - from any sources associated with the cannabis industry, nor do I make purchases from or payments to or on behalf of any person or entity associated with the cannabis industry. I understand that my account may be closed and access to various payment methods and account services terminated for my engaging in transactions associated with the cannabis industry.

REGULATION E DISCLOSURE

If I think my e-statement is wrong, or if I need more information about an item on my e-statement, I will write to you at: MyPoint Credit Union 9420 Farnham St. San Diego, CA 92123- 1321 or telephone us at (858) 495-3400 as soon as possible. You must hear from me no later than 60 days after you sent me the FIRST e-statement on which an error or problem appeared. I will provide the following information:

- My name and account number.
- Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
- Provide you with the dollar amount of the suspected error.

You will investigate my complaint and will correct any error promptly. If you take more than 10 business days to do this, you will credit my account with the amount I think is in error, so that I will have use of the money during the time it takes to complete your investigation.

REGULATION Z DISCLOSURE

If I think my statement is wrong, or if I need more information about a transaction on my statement, I will write to you on a separate sheet at: MyPoint Credit Union, 9420 Farnham St. San Diego, CA 92123-1321 or telephone us at (858) 495-3400 as soon as possible. I will not write to you on my statement or on the draft or check used for payment. You must hear from me no later than 60 days after you sent me the first statement on which the error or problems appeared. I can telephone you, but doing so will not preserve my rights. In my letter, I will give you the following information:

- My name and account number.
- The dollar amount of the suspected error.

- Describe the error and explain why you believe there is an error. If you need more information, I will describe the item I am unsure about.

I do not have to pay any amount in question while you are investigating, but I am still obligated to pay the parts of my statement that are not in question. While you investigate my question, you cannot report me as delinquent or take any action to collect the amount I question.

FINANCE CHARGE CALCULATION

The dollar amount I pay for sums advanced is called a "FINANCE CHARGE" and begins on the date of each advance. There is no grace period. A finance charge will be computed separately for each separate unpaid loan account balance. To compute the finance charge, the unpaid balance, as calculated herein, for each day since my last payment (or since advance if I have not yet made a payment) is multiplied by the applicable periodic rate (as disclosed on the rate sheet). The sum of these amounts is the total finance charge I owe.

POWER OF ATTORNEY LIMITATIONS

You reserve the right, in your sole judgment, to refuse to honor the instructions of any attorney-in-fact that I name to act as my agent. Your reason for refusing to honor the power of attorney may include but will not limited to incomplete execution of the power of attorney, your reason to doubt or suspect the validity of the power of attorney, if my signature on the power of attorney, in your sole judgment, does not reasonably match my signature on the Account Signature Record, or the refusal is otherwise authorized or required by Federal or State law.

BINDING ARBITRATION PROVISION

This Agreement contains a Binding Individual Arbitration Provision and Jury and Class Action Waiver, which affects my rights with respect to any claims or disputes by or against the Credit Union as described below. I may opt out of those provisions as permitted below.

This section affects my rights and may have a substantial impact on how legal claims you and I have against each other are resolved if I do not opt-out as permitted below.

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by you or I with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and Disclosure and/or a Credit Union account, even if you or I have already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and I agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by binding arbitration.

The arbitration will be subject to the Rules of the American Arbitration Association ("AAA") in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA. Neither you nor I will demand the arbitration of an action filed in small claims court, or the state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

This arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge or AAA panel member with experience and knowledge regarding financial institutions and transactions.

You and I each shall pay our own fees and costs of the arbitration pursuant to this Agreement unless

otherwise required by law.

In each case, you and I will each pay our own attorney fees and costs, if any, for prosecuting and defending claims, except that the arbitrator may award the prevailing party all its attorney fees and costs, including expert witness fees.

Arbitration hearings will be held in a location in San Diego County or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered into any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, I should check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

WAIVER OF CLASS ACTION AND JURY TRIAL
YOU AND I AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. I AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS- WIDE BASIS. I AGREE THAT I HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND I HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR ME WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.
I HAVE THE RIGHT TO OPT OUT OF THIS WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION AND MAY DO SO BY SENDING YOU A WRITTEN REQUEST.

8. General Terms & Conditions

MEMBER IN GOOD STANDING

I must be and remain a member in good standing to maintain any account or receive services. A member in good standing is one who maintains the $5.00 par value of a primary share in MyPoint Credit Union in a primary share account. Further, to be considered a member in good standing, I may not:

- Be classified as an inactive member for more than three (3) consecutive months.
- Be convicted of a criminal offense.
- Have caused a loss to the credit union.
- Fail to carry out my contracts, agreements or obligations with you; or

- Refuse to comply with the provisions of the California Credit Union Law or MyPoint Credit Union's Bylaws.

I understand that if I am considered a member who is not in good standing, I may have my access and services restricted by you, or I may be expelled from membership in accordance with the credit union's Bylaws.

INACTIVE MEMBER STATUS

If my primary share Account falls below $5.00 and I do not have any outstanding loans with you, you may transfer me to inactive member status. As an inactive member, I will not be counted as a member for the purpose of determining quorums or required votes and will not be sent annual reports or financial statements except upon request.

ENFORCEMENT OF TERMS

Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.

CHANGES IN TERMS

You will provide me with 30 days written notice prior to exercising your right to change any provision of or establish new provisions to this Agreement and Disclosure, provided that such changes are considered disadvantageous to me. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of electronic delivery systems and/or the security of electronic access devices (e.g., ATM Cards or Visa Check Cards) or designated Accounts.

BUSINESS DAYS

I understand that for the purposes of this Agreement and Disclosure, your business days are Monday through Friday. Federal holidays are not included.

ACCOUNT TERMINATION

I may terminate my Account(s) at any time by written notice to you from any owner. I understand and agree, however, that such termination will not affect prior transactions. In addition, if you receive WRITTEN notice from any owner that withdrawals, in accordance with the terms of the Account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.

I also understand that you reserve the right to close my Account(s) without notice at any time, limit or restrict or change the terms on (any of my) account(s) or access to service(s), place a freeze on any sums of deposit with you at any time without notice or require me to close my account(s)/service(s) if: a) there is a request to change owners or authorized users; b) there is fraud/forgery or unauthorized use committed or reported; c) there is a dispute as to ownership of any account or sum on deposit; d) there are any share drafts that are lost or stolen; e) there are returned unpaid items/transactions not covered by an overdraft plan agreement with you, or if any abuse of any such plan, in your sole discretion; f) there is any misrepresentation regarding any account(s) or service(s); g) the Credit Union incurs a loss or believes it may incur any loss in relation to any account(s) or service(s) I have with you; h) you believe, in your sole discretion, that I have been negligent in protecting any access devices or codes; i) you deem it necessary to protect the Credit Union from any risks or losses; j) you deem my actions or conduct to be threatening, harassing, profane, or abusive;

or, k) you otherwise deem it to be in the best interest of the Credit Union, its members, staff, or vendors.

SIGNATURE AUTHORITY

You may recognize the signature of anyone who signed the Account Signature Record as authorized to transact business on that Account, including, but not limited to, the causing or making of overdrafts (for which all of us shall be liable) and endorsement of checks payable to any signer on the Account. Any payment made on my Account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Account Signature Record shall be valid, and you are discharged from liability.

JOINT OWNERSHIP

If there is more than one Account owner, all agree with each other and with you that all amounts now paid in or hereafter paid in (including any dividends paid thereon) by any one (or by all) Account owner(s) shall be owned by all Account owner(s) jointly and equally with a right of survivorship regardless of their individual net contributions. Furthermore, said amounts shall be subject to withdrawal or receipt by any of the Account owners(s) or the survivor(s) of any of the Account owner(s). Any such payment shall be valid and shall discharge you from any liability. In addition, all understand that:

- A right of survivorship arising from the express terms of a joint Account cannot be changed by a will.
- Joint ownership of an Account does not constitute credit union membership. Joint owners may be non-members, unless the Joint owner individually joins the credit union.
- Joint owners hereby appoint each other as agents and attorneys-in-fact to overdraft any of our Accounts, including Accounts on which we are joint owners (except IRAs).
- In the event of disputes between owners, you, in your sole discretion, reserve the right to interplead disputed accounts and /or funds to a court of jurisdiction.

SOLE PROPRIETORSHIPS

A sole proprietorship is a business wholly owned by an individual or by a husband and wife. If a sole proprietorship is named on the Account Signature Record, I affirm that I am the sole proprietor named therein. You require me to provide you with a copy of my business license, if applicable. If I am doing business under a fictitious name, you also require a copy of my filed fictitious name statement. Generally, I will be the only signer on the Account. I may authorize additional signers on the Account by adding them to the Account Signature Record. You may pay out funds with my signature or any other authorized signature reflected on the Account Signature Record. You may accept and/or endorse checks you receive for deposit that are made payable to me or to the sole proprietorship named on the Account Signature Record. I understand that sole proprietorship accounts are not subject to Multiple Party Accounts Law.

PARTNERSHIPS

A partnership is a business owned and operated by two or more individuals or entities who are responsible for all liabilities of the business. You require us to provide you with a copy of our partnership agreement and if applicable, a copy of our filed fictitious name statement. You will also require us to identify and certify the beneficial owners of our partnership. The individuals named on the Account Signature Record are duly authorized to certify, and do certify, that we are duly acting partners of said partnership, and any one of us is authorized and empowered to open a Business Account with you and to transact business of any character whatsoever in connection with said Account. The signatures of said individuals and their authority shall continue in force until you receive

written notice to the contrary. It is understood that accounts held by partnerships are not subject to Multiple Party Accounts Law.

CORPORATIONS

If the Account is held in the name of a corporation, the individuals(s) named on the Account Signature Record are duly authorized to certify, and do certify, that at a regularly held meeting, I/we were elected or appointed officers of said corporation, and that by virtue of the authority vested in me/us by the constitution, bylaws or otherwise, any one of the signatory named on the Account Signature Record is authorized and empowered to open a Business Account with you and to transact business of any lawful character whatsoever in connection with said Account. I/we certify the signatures(s) of said authorized individuals(s), and their authority shall continue in force until you receive written notice to the contrary. We will provide you with a certified copy of our articles of incorporation as filed with the state, and if applicable, a copy of our filed fictitious name statement. You will also require us to identify and certify the beneficial owners of our corporation. We will also complete the Corporate Resolution that is contained in your Business Account Application. It is understood that accounts held by corporations are not subject to Multiple Party Accounts Law.

NOT FOR PROFIT AND UNINCORPORATED ASSOCIATION/ORGANIZATION

If the Account is held in the name of a not-for-profit or unincorporated association or organization, the individuals(s) named on the Account Signature Record are duly authorized to certify, and do certify, that at a regularly held meeting, I/we were elected or appointed officers of said association or organization, and that any one of the signatory named on the Account Signature Record is authorized and empowered to open a Business Account with you and to transact business of any lawful character whatsoever in connection with said Account. The signatures of said individuals and their authority shall remain in force until you receive written notice to the contrary. We will provide you with a copy of our nonprofit status, if applicable, and any other organizational documents that you require for the nature and type of our organization. We will also identify and certify the organization's management/controlling individual. It is understood that accounts held by not-for-profits and unincorporated associations and organizations are not subject to Multiple Party Accounts Law.

GOVERNING LAW

The laws of the State of California shall govern this Agreement and Disclosure, except to the extent that Federal law controls.

SEVERABILITY

If any part of this Agreement and Disclosure should be held unenforceable, the remaining provisions shall remain in full force and effect.

NOTICE OF WITHDRAWAL

You reserve the right to require me to give not less than seven (7) and up to sixty (60) days WRITTEN notice of my intention to withdraw funds from any Account other than a checking account.

ORDER OF POSTING

You may, without liability, accept, pay, guarantee or charge checks and other debits to my Account as they are presented to you and in accordance with the terms and conditions stated in How Transactions Are Posted to My Account (below).

DEPOSITS, CHECKS, AND OTHER ACCESS DEVICES

I understand and agree that you may reject any deposit, check or other Account access device that

does not meet your standards for acceptance, whether law, regulation or your policy establishes such standards. I understand you will not monitor for any multiple signer requirements I may stipulate on my checks presented to you for payment.

RESTRICTIVE ENDORSEMENTS

You are neither given notice of nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor. You reserve the right, in your sole discretion, to refuse any transactions with restrictive endorsements.

MISSING ENDORSEMENTS

You may endorse checks or drafts for me that you receive for deposit.

TRANSFERS BETWEEN ACCOUNTS

You may but are not obligated to transfer funds from my savings, checking or loan Account on my written or oral request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your business days. If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available. If sufficient funds are not available to transfer on three (3) consecutive occasions, you reserve the right to cancel any future transfer requests.

DISHONORED ITEMS

In the event of wrongful dishonor that occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft of other debit on my Account, your determination of whether sufficient funds exist in my Account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent Account balance check, you must use the latest figure in deciding whether to dishonor the check, share draft or other debit.

NON-SUFFICIENT FUNDS

You may, at your discretion, honor or return any check or pre-authorized transfer presented to you for payment on my Account when my Account lacks sufficient collected or available funds to pay any such item. I further understand that any such items, whether honored or returned, will be subject to a fee as disclosed in your Schedule of Fees and Charges. I understand that a payee or merchant, in subsequent attempts to collect on my obligation, may resubmit a check or pre-authorized payment you have previously returned for non-sufficient funds. If my account has non-sufficient funds available upon those subsequent presentments, my account again will be assessed a fee as disclosed in your Schedule of Fees and Charges. I understand that you will assess the fees each time presentments are resubmitted to my account against non-sufficient funds. You offer optional overdraft protection plans for which I can apply, such as linking funds from my other eligible accounts and personal lines of credit, subject to your credit approval. If I qualify for these services, you will look first at their availability to cover any debits presented for payment against non-sufficient funds in my account.

COLLECTION COSTS

I agree to pay your collection costs, reasonable attorney's fees, and any court costs associated with your efforts to collect amounts due to you in connection with my account(s).

LIEN IMPRESSMENT AND OFFSET

I agree that you may impress and enforce a contractual or statutory lien upon my Accounts with you to the extent that I owe you or any other party identified by law or government agency any money and you may enforce your right to do so without further notice to me. You have the right to offset any of my money or property in your possession against any amount I owe you. The right of offset and your impressed lien does not extend to my IRA or similar tax deferred deposit I may have with you. If my Account is owned jointly, your right of offset and your impressed lien extends to any amount owed to you by any of the joint owners.

MARKINGS IN THE FINANCIAL INSTITUTION ENDORSEMENT AREA

I agree that in the event I draw a check on, or make a deposit to, my Account with you that I will hold you harmless and indemnify you for any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.

PERMISSION TO COLLECT INFORMATION

I authorize you to gather whatever credit, deposit account and employment information you consider appropriate from time to time for the purpose of assisting you in determining my initial and ongoing eligibility for my Account and other products and services that you offer.

CREDIT BUREAU REPORTING

I understand that you may report your experiences with me regarding the way I have maintained my deposit and loan Account(s), regardless of whether those experiences are positive or negative, to certain consumer reporting agencies as permitted by Federal and State laws. I further understand that I have no legal rights to opt out of such reporting.

FEDERAL INSURANCE

My Accounts are federally insured for up to $250,000.00 by the National Credit Union Share Insurance Fund. In addition, my IRA is insured up to $250,000 separate from my coverage on my other Accounts.

9. Inactive Accounts & Escheatment

INACTIVE ACCOUNTS

I understand that California law requires you to *escheat* or turn all inactive Account balances over to the state after a period of three (3) years if I have not:

- Increased or decreased the amount of the Account.
- Corresponded in writing with you concerning the Account.
- Otherwise indicated an interest in the Account as evidenced by a memorandum on file with you.

I further understand and agree that if my Account has been inactive for 18 months, I will be assessed a monthly inactive account fee as disclosed in your Schedule of Fees and Charges. I will not be assessed an inactive account fee for more than 18 consecutive months, in accordance with California law.

10. Communication & Contact

E-Documents Authorization and Agreement

MyPoint Credit Union E-Documents Authorization and Agreement. This MyPoint Credit Union E-Document agreement applies to each account I have with MyPoint Credit Union where electronic documents are available. By enrolling in and accepting E-services contained herein, I agree to be bound by the terms and conditions of this E-Document Authorization and Agreement.

Scope of Communications to be provided in electronic form. I agree that you may provide me with any communication relating to that account in electronic format, and that you may discontinue sending paper communications to me, unless and until I withdraw my consent as described below. My consent to receive electronic communications and transactions includes, but is not limited to:

1. Initial disclosures or agreements for my Account or associated payment features.
2. Periodic disclosures or monthly billing statements for my account.
3. Notices or disclosures about a change in terms of my account or associated payment feature.
4. Privacy policies and notices.
5. Notices regarding overdraft, insufficient funds, or returned deposited items.

Method of Providing Communications to you in Electronic Form. All communications that you provide to me in electronic form will be provided either 1) via e-mail at the e-mail address I provide you, 2) by access to a web site that you will designate in an e-mail notice you send to me at the time the information is available, or 3) to the extent permissible by law, by access to a web site that you will generally designate in advance for such purpose.

Requesting paper copies - You will not send me a paper copy of any communication unless I request it or you otherwise deem it appropriate to do so. I can obtain a paper copy of an electronic communication by printing it myself or by contacting the Credit Union by phone at (888) 495-3400. I understand that if I request paper copies, they will be provided to me at a cost that is disclosed on the current Schedule of Fees and provided to me under a separate cover. I understand that you reserve the right to deliver any and all important notices allowed by law electronically. I will be notified when any eNotices are available online. I further understand that you will notify me by email about any changes in terms or fees to the above services and disclosures. I also understand that these updated disclosures will be made available to me electronically. My electronic statements will contain the same information as the paper version I have been receiving, which includes account balances, transaction activity, electronic funds transfer information, year- to-date interest and error notification procedures. If I wish to discontinue receiving the aforementioned electronically, I will contact you at (888) 495-3400.

Security Measures - You will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered communications. My security consists of 128-bit encryption of data on the communications to protect it while in transit over the Internet. I understand that these industry standards are dynamic and constantly developing. By accepting the enrollment agreement for e-documents, I acknowledge and understand that there are risks to electronic delivery of account communications, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond your reasonable control or interception and/or alteration of such account statement(s) and notices by

third parties in spite of MyPoint Credit Union's commercially reasonable security measures.

By accepting the enrollment agreement for e-documents, I represent that I have considered our security measures and find that your security measures are commercially reasonable. In reaching this conclusion, I have considered the historical and potential future content of my account communications, the risks associated with electronic delivery of account communications, and your security procedures. If I conclude that your security procedures cease to be commercially reasonable in the future, I must terminate this agreement immediately in accordance with the steps below.

Hardware and Software Requirements - To receive e-document services, my computer hardware, software and your Internet service provider ("ISP") must meet the following specifications:

iOS currently supported: Effective on November 13, 2025, our Digital Banking Platform is supported on Banno Mobile version 3.25 or newer on devices running iOS version 18.4 or newer.

Android currently supported: Effective on November 13, 2025, our Digital Banking Platform is supported on Banno Mobile version 3.25 or newer on devices running Android version 10.0 or newer.

Browsers



Microsoft Edge

Microsoft Edge will be supported at the latest version only. The online banking Banno Digital Platform may deny access to older Microsoft Edge versions 60 days after a new version is released. The legacy version of Microsoft Edge now has an **official end-of-life date from Microsoft**.



Google Chrome

Chrome should automatically update and major updates are released approximately every 12 weeks. If Chrome is two versions older than the current stable channel version, the Banno Digital Platform may deny it access.



Apple Safari

Each year Apple typically makes upgrades to Safari during the fall. Approximately 60 days after a new version is released, the Banno Digital Platform may deny older versions access. However, this change requires that the new Safari version is available on both MacOS and iOS devices.



Mozilla Firefox

FireFox should automatically update. If FireFox is two versions older than the current stable channel version, the Banno Digital Platform may deny it access.

In addition, I should have a printer capable of printing my e- documents and understand that you recommend that I do so. In the alternative, I should have and maintain the ability to electronically save and visually display my e-documents on my computer screen.

E-mail Address - You will send account communications to me via e-mail to the last known e-mail address provided and verified by me. I agree to provide a valid e-mail address, and it is my responsibility to update my e-mail address if there are any changes to my e-mail address. I may change my e-mail address through online banking, in the branch, or by written and signed request sent to you at: MyPoint Credit Union, 9420 Farnham Street, San Diego, CA 92123; or by calling you at (888) 495-3400. If I have more than one account, I will submit a request for each account. For my protection and for security purposes, you will not accept any change of e-mail address notices via e-mail. If I have not notified you of any change to my e-mail address, I agree that my failure to provide you with my valid e-mail address is the lack of ordinary care on my part. You may treat my failure to provide a valid e-mail address as a withdrawal of my consent to receive electronic communication. If I have a "joint account" as defined in this Membership Agreement and All-in-One Account Disclosure, any authorized party may change my e-mail address. The Credit Union shall have no obligation or liability to any of the parties to a joint account if the e-mail is changed using the procedures set forth above. E-document notifications can be sent to one e-mail address only. For example: the notification cannot be sent to both my work and home e-mail addresses.

It is my responsibility to notify MyPoint Credit Union if I wish to remove my account from electronic delivery.

Communications in Writing - All Communications in either electronic or paper format from you to me will be considered "in writing." I should print or download for my records a copy of my MyPoint Credit Union Online Statements, this agreement, and any other communication that is important to me.

How to Withdraw Consent/Termination - This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days prior notice to the other party. I may withdraw my consent to receive e-documents and cancel e-documents services at any time by clicking on the" eStatements" icon through MyPoint Credit Union Online or by notifying you in writing. You also have the right to terminate this Agreement immediately, with or without cause, or if I fail to comply with the terms of this Agreement or any other agreement which I may have with you or any applicable rule or regulation which may govern my account(s), including but not limited to, the Membership Agreement and All In One Account Disclosure. If you terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in any written notice mailed to me, and not on the date when the notice is mailed or received. Upon termination of e-documents delivery, all communications associated with my account will revert to paper delivery via U.S. Postal Service. I acknowledge that the Credit Union will assess a fee for the production and mailing of paper statements to me.

Liability; Indemnification - Notwithstanding any provision to the contrary contained in this agreement, I shall be responsible only for performing the e-documents services as expressly provided for in this agreement. You shall be liable only for material losses that are the direct result of your own negligence or intentional misconduct in performing these e-documents services. You will not be responsible for any loss, damage or injury whether caused by the equipment, software, nor shall you be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of my equipment, software and/or any online services, except where the law requires a different standard or as stated above. You do not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. You also

accept no responsibility for my email address or for anyone accessing my emails. You shall have no liability for failure to perform any e-documents services or for any disruption or delay in performing e-documents services in the event such failure, disruption or delay is due to circumstances beyond your reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. Except to the extent that you are liable under this agreement, I agree to indemnify and hold you and your directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these e-documents services. I agree that this indemnification shall survive the termination of this agreement.

Request and Agreement for Electronic Delivery of Statements - This is a request to have communications of my account(s) with MyPoint Credit Union delivered to me electronically in accordance with the above consent. On or shortly following the first day of each month, I will receive an e-mail message that my statement is available, along with instructions on how to pick up my statement. I am aware that you may not be able to set up my account for the first statement cycle following my request.

Access to eStatements- I acknowledge that anyone with online access to my account may access e-documents. My eStatements will be available for viewing for a rolling 18-month period. I understand that it is my responsibility to examine each eStatement and eNotice and report any irregularities or disputes to you within 60 days of email notification of statement availability. Should I fail to notify you within 60 days, you may have no liability for any irregularities.

Alterations and Amendments - The terms of this Agreement, applicable fees and service charges may be altered or amended by you from time to time. In such event, you shall send notice to me at my address as it appears on our records. Any continuation of the service after you send me a notice of change will constitute my agreement to such change(s).

CHANGE OF ADDRESS AND OTHER CONTACT INFORMATION

I understand that I am required to keep you **informed of my current address, email, and phone number**, and agree to notify you of any changes to my contact information within two (2) weeks of the date the change becomes effective. I may notify you in person at your office or by sending a signed notice to MyPoint Credit Union, 9420 Farnham Street, San Diego, CA 92123-1321. If I fail to provide such notice, you may charge my Account for the actual cost, of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed as disclosed in the Schedule of Fees and Charges and in accordance with your Bylaws.

E-MAIL CORRESPONDENCE

I understand that e-mail correspondence between me and you is not encrypted and therefore, if I choose to include confidential information such as my Account number and/or balance in my message to you, or if I request you to e-mail confidential information to me, I do so at my own risk. This section does not apply to messages transmitted through online/mobile banking or the Bill Pay Online feature as those messages are encrypted, or messages transmitted through any other encrypted methods.

TELEPHONE CALLS

I understand that my phone calls to you may be randomly monitored to ensure that I am receiving accurate, courteous and efficient service. Further, I understand and agree that my phone calls with you may be recorded for quality control and account authorization and record-keeping purposes.

CREDIT UNION CONTACT INFORMATION

I may contact you in the following ways:

- In person at any branch location during normal branch business hours
- Via email to em-general@mypointcu.com
- Via telephone to 858.495.3400
- Via facsimile to 858.495.3416
- Via "Message" inside your mobile banking app
- Via USPS to MyPoint Credit Union, 9420 Farnham St., San Diego, CA 92123

11. Security & Monitoring

SAFETY & SECURITY CONSIDERATIONS FOR THE USE OF EFT TERMINALS AND ACCESS DEVICES

I am responsible for keeping my PINs, passwords, and account information confidential. I understand that any person I permit to use my PINs or password, or to whom I authorize to use PINs or passwords, will have access to my entire account, including any checking, money management or loan accounts, and authorize bill payments. I understand that any person I permit to use my PINs or password, or to whom I authorize to use PINs or passwords will be considered an authorized user of my account. I agree that such an authorized user may perform any PIN or password-based transaction on my account, including, but not limited to, viewing transactions transferring or withdrawing funds from my savings, checking, money management, or loan accounts, and authorizing bills payments.

I will use caution and be mindful of the following safety tips that you recommend whenever I use my Card, PIN or password to access my Account through an ATM, POS terminal or the Internet.

ATMs and POS Terminals

- Be aware of the surroundings, particularly at night.
- Look for well-lighted terminals when transacting at night.
- Avoid going to the terminal alone.
- Have transactions ready before approaching the terminal. When possible, complete deposit or withdrawal slips/envelopes before leaving the vehicle.
- Put cash away as soon as the transaction is complete. Count it later in a safe area, such as a locked vehicle or at home.
- Upon noticing anything suspicious while transacting business, immediately stop the transaction; secure the Card and leave.

MyPoint Credit Union Online and Bill Pay Online

- Never leave the computer in the middle of an active session; otherwise, anyone can sit down at that computer and have immediate Account access.
- Always log off when completing a session.
- Always clear the Internet browser's cache or close the browser after leaving the MyPoint Credit Union Online or Bill Pay Online sites to prevent others from using the "back" button to view Account information that is temporarily stored on the computer. While others may be able to view information, they will not be able to make transactions if proper log-off procedures were followed when exiting the site.
- NEVER share online banking credentials with anyone, especially unsolicited callers, emailers, or

social media contacts. MyPoint will never ask for passwords. **If I believe that my online banking credentials have been compromised, I will contact you immediately.**

PIN and Password Safeguards

- Memorize PINS and passwords. Avoid writing them down. Never write PINS or passwords on Cards or on anything that is kept in a wallet, purse, or near a computer.
- Change PINs and passwords frequently.
- Hold PINs and passwords in strict confidence. Never share them with anyone, including family members. Accounts are only protected against unauthorized access to the extent that PINs and passwords have not been shared or compromised.
- Immediately report lost, stolen or compromised PINs and passwords by calling MyPoint Credit Union at (858) 495-3400, or toll free (888) 495-3400.

Duty to Examine Statements and Report Errors. You will deliver all statements and other notices only to the person whose signature appears first on the Account Signature Record. I will examine my statements in a timely manner and with reasonable care. I will notify you within 60 days of the date of the statement about any error or unauthorized payment, including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if you:

b. Suffer a loss on the item because of my failure; or
c. Pay on another item presented by the same wrongdoer if the payment was made before I properly notified you.

If I have failed to examine my statement and report any unauthorized item within one year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.

IF MY CHECK REGISTER AND STATEMENT DO NOT BALANCE, I will confirm that I have:

- Verified additions and subtractions in my register
- Compared checks posted on this statement to my register
- Compared deposit amounts on the statement to my register

I will report any errors or omissions within 60 days. Otherwise, statements will be considered correct and checks genuine. All deposits and credits are subject to final approval. I understand and agree that you do not fail to exercise ordinary care in paying any item solely because your procedures do not provide for scrutinization of items before paying them.

12. Account Types & Product Disclosures

TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO CHECKING ACCOUNTS:

The requirements for MYFREEDOM CHECKING are as follows:

- The minimum deposit required to open an Account is $25.00.
- There is no monthly minimum account balance requirement.
- I will refer to the separate fee schedule provided to you with this Disclosure for information about fees and charges associated with this account. A fee schedule is provided to me at the time I open my account,

periodically when fees or charges change, and upon request.

Transaction Limitations.

- There are no dividends paid on this account.
- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure. No other transaction limitations apply.

Benefits.

- Free Anywhere Banking tools, including Online Banking, Mobile Banking, Bill Pay, Visa Debit Card, unlimited check writing, and eStatements.
- Free Visa debit card with free ATM transactions at MyPoint Credit Union-owned ATMs.
- Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
- Eight (8) free* Credit Union CO-OP ATM inquiries per month.

**Excludes any fees assessed by the ATM owner.*

The requirements for HIGH-YIELD CHECKING are as follows:

- The minimum deposit required to open an Account is $25.00.
- There is no monthly fee associated with this account.
- I must maintain a minimum average daily balance of $15,000.00 in my Account to earn the interest. Interest rates and Annual Percentage Yield (APY) vary according to the average daily balance in my account and may be changed by you at any time. I will refer to your Schedule of Share Draft and Share Draft Account rates to obtain the current disclosed APY.
- I must maintain a minimum average daily balance that is greater than $0.00 or my Account may be closed.

Transaction Limitations.

- No other transaction limitations apply.

Benefits.

- Free check writing.
- Free transactions at MyPoint Credit Union-owned and CO-OP ATMs. (I understand that I may be charged fees by other ATM owners.)
- No MyPoint Credit Union fees on point-of-sale transactions.

The requirements for MYPOINT + CHECKING are as follows

The minimum deposit required to open a MyPoint+ Checking Account is $25.00.

- There is no monthly minimum account balance requirement.
- I will refer to the separate fee schedule provided to you with this Disclosure for information about fees and charges associated with this account. A fee schedule is provided to me at the time I open my account, periodically when fees or charges change, and upon request.

Transaction Limitations.

- There are no dividends paid on this Account.
- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.

Benefits.

- Free Anywhere Banking tools, including Online Banking, Mobile Banking, Bill Pay, Visa Debit Card, unlimited check writing, and eStatements.
  - Free transactions at MyPoint Credit Union-owned ATMs.
  - No MyPoint Credit Union fees on point-of-sale transactions.
  - Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
  - Eight (8) free* Credit Union CO-OP ATM inquiries per month.
  - Your website, Call Center, and Branch staff can provide information on additional MyPerks benefits associated with MyPoint+ checking.

**Does not apply to any fees assessed by the ATM owner.*

The requirements for MyVIP CHECKING are as follows:

- The minimum deposit required to open a MyVIP Checking Account is $25.00.
- There is no monthly minimum account balance requirement.
- I will refer to the separate fee schedule provided to you with this Disclosure for information about fees and charges associated with this account. A fee schedule is provided to me at the time I open my account, periodically when fees or charges change, and upon request.

Transaction Limitations.

- I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.

Benefits.

- Free Anywhere Banking tools, including Online Banking, Mobile Banking, Bill Pay, Visa Debit Card, unlimited check writing, and eStatements.
- Free transactions at MyPoint Credit Union-owned ATMs.
- No MyPoint Credit Union fees on point-of-sale transactions.
- Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
- Eight (8) free* Credit Union CO-OP ATM inquiries per month.
- Your website, Call Center, and Branch staff can provide information on additional MyPerks benefits associated with MyVIP checking.

TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO MYPERKS BENEFITS

MyPoint has entered into an Agreement with StrategyCorps, LLC ("StrategyCorps") to provide MyVIP and MyPoint+ Checking accountholders access to various lifestyle benefits (roadside service, cell phone protection, credit monitoring and identity theft assistance, purchase protection, health savings, accidental death insurance)

and purchase discounts (MyPerks) on retail merchandise, travel, dining, and entertainment. This purchase discount program is accessible through the web (www.bazing.com) and through the MyPerks mobile app. The program is managed solely by StrategyCorps and the merchant identified on the site is solely responsible for redeeming the discount. The online site and discount offers are entirely the property of StrategyCorps and the relationship between StrategyCorps and MyPoint Credit Union will be that of independent contractors. Neither party nor any of their respective officers, agents, or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other. StrategyCorps will use reasonable commercial efforts to keep the website available on a 24-hour/7-day a week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. StrategyCorps retains the right at its sole discretion to discontinue or deny its service or access to the website to any and all accountholders, at any time and for any reason. Likewise, the Credit Union retains the right to discontinue its relationship with Strategy Corps and consequently end these benefits to Members, at any time and for any reason. Full Disclosures, including StrategyCorps's Privacy Policy, can be found at www.bazing.com/TermsofUse.aspx.

Requirements for ANY ACCESS CHECKING (opened before 8/1/2020) are as follows:

Minimum Balance Requirements.

- The minimum deposit required to open an Account is $25.00.
- I must maintain a minimum average daily balance of $400.00 in my Account to avoid the monthly service fee disclosed in the Schedule of Fees and Charges.
- I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- I must maintain a minimum average daily balance that is greater than $0.00 or my Account may be closed.

Transaction Limitations.

- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure. No other transaction limitations apply.

Benefits.

I will receive the following AnyAccess Checking benefits:

- Free check writing.
- Free transactions at MyPoint Credit Union-owned ATMs.
- No MyPoint Credit Union fees on point-of-sale transactions.
- Eight (8) free* Credit Union CO-OP ATM withdrawals per month
- Eight (8) free* Credit Union CO-OP ATM inquiries per month.
- No monthly service fee with direct deposit or if I am at least 55 years of age.
- AnyAccess checking is **not** available as a new account after 8/1/2020. See MyFreedom Checking, MyPoint+ Checking, and MyVIP Checking for new accounts, effective 8/1/2020.

*Does not apply to any fees assessed by the ATM owner.

Requirements for EZAccess CHECKING (opened before 8/1/2020) are as follows:

Minimum Balance Requirements.

- I must have direct deposit or e-Statement to avoid the monthly service fee disclosed in the Schedule of Fees and Charges regardless of my average daily balance.
- I must maintain a minimum average daily balance that is greater than $0.00 or my Account may be closed.

Transaction Limitations.

- No dividends will be paid on this Account.
- Free check writing is limited to eight (8) free checks per month. Any check paid thereafter will be assessed a nominal check writing fee per check as disclosed in the Schedule of Fees and Charges.
- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.

Benefits.

- Free transactions at MyPoint Credit Union-owned ATMs.
- No MyPoint Credit Union fees on point-of-sale transactions.
- Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
- Eight (8) free* Credit Union CO-OP ATM inquiries per month.

Note: EZAccess checking is not available as a new account after 8/1/2020. See MyFreedom Checking, MyPoint+ Checking, and MyVIP Checking for new accounts, effective after 8/1/2020.

**Does not apply to any fees assessed by the ATM owner.*

The requirements for MONEY MANAGEMENT are as follows:

Minimum Balance Requirements.

- The minimum deposit required to open and maintain an Account is $1,000.00.
- I will not be assessed a monthly service fee, regardless of my average daily balance.
- I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- I must maintain a minimum average daily balance that is greater than $0.00 or my Account will be closed.

Requirements for SHARE CERTIFICATE accounts are as follows:

Minimum Balance Requirements.

- The minimum deposit required to open and maintain an Account is $1,000.00.
- I will not be assessed a monthly service fee, regardless of my average daily balance.
- I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share

Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).

- Share Certificates have a fixed term, ranging from 30 days to five (5) years.
- I must maintain a minimum average daily balance that is greater than $0.00 or my Account will be closed.
- I may be assessed a forfeiture penalty for principal withdrawals I make prior to the Share Certificate's maturity date.

TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO BUSINESS CHECKING ACCOUNTS:

Minimum Balance Requirements.

- The minimum deposit required to open an Account is $100.00.
- A minimum average daily balance of $2,500.00 must be maintained in the Account to avoid the monthly service fee disclosed in the Schedule of Fees and Charges.
- A minimum average daily balance as set forth in the Schedule of Rates must be maintained in the Account to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- A minimum average daily balance that is greater than $0.00 must be maintained in the Account or it will be closed.

Transaction Limitations.

- Free deposits are limited to 10 per month. Any deposit received thereafter will be charged a nominal deposit fee as disclosed in the Schedule of Fees and Charges.
- Free check writing is limited to 100 per month. Any check paid thereafter will be assessed a nominal check writing fee as disclosed in the Schedule of Fees and Charges.
- The number of checks that may be deposited each month without a fee is limited to 100. Each check deposited thereafter will be assessed nominal check deposit fees as disclosed in the Schedule of Fees and Charges.

TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO SAVINGS, LOONEY TUNES, HOLIDAY CLUB AND INDIVIDUAL RETIREMENT SAVINGS (IRA) ACCOUNTS:

1. Minimum Balance Requirements. The minimum balance requirements for these Accounts are as follows:

    - The minimum deposit required to open the primary savings Account and to receive services is the purchase of a $5.00 (par value of a share) share in MyPoint Credit Union. The minimum balance required to open other savings Accounts, including Looney Tunes, is $5.00 ($25.00 for Holiday Club accounts and no minimum for Savings IRAs).
    - I must maintain the minimum average daily balance as set forth in the Schedule of Deposit Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
    - There is no monthly service fee, regardless of my average daily balance, unless my account becomes inactive as defined above.
    - I must maintain a minimum average daily balance that is greater than $0.00 or my Account will be closed.

2. Transaction Limitations. The dollar amount and frequency of electronic funds transfers are limited as disclosed in the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfer Accounts" section of this Agreement and Disclosure. In addition:

Savings Accounts: Deposits, transfers, and withdrawals are unlimited.

Looney Tunes Accounts: This Account is available only to members who are up to 12 years of age. My Account will be converted to a regular Starting Point Savings Account when I reach the age of 13 and the terms of that Account will apply thereafter. Looney Tunes Accounts are not eligible for a debit card or ATM card.

Holiday Club Accounts: I am limited to one (1) withdrawal per calendar quarter from this Account. If I exceed this limitation, you may, at your discretion, assess an excessive withdrawal fee in accordance with your Schedule of Fees and Charges or convert my Account to a Regular Checking Account. On November 15th of each year, you will mail me a check for the balance of my Account. If November 15th is not a business day, you will mail my check on the next business day.

Savings IRAs: Deposits are limited to the frequency and amounts permitted under the Federal Tax Code. This Account is subject to the same withdrawal restrictions that apply to Savings Accounts as disclosed above. I understand that any withdrawals may be subject to tax penalties.

13.Federal Insurance

MEMBER NCUA.

Member share accounts are ensured to $250,000 through the National Credit Union Administration's share insurance program. There are ways to increase account insurance, depending on the member's account ownership types and named beneficiaries. Please consult with us to learn more and how to adequately insure your account's deposits.

IF I DO NOT UNDERSTAND THIS DISCLOSURE OR HAVE ANY QUESTIONS, I MAY CONTACT YOU AT (888) 495-3400, MONDAY THROUGH FRIDAY 7:00 AM TO 6:00 PM, AND SATURDAY 9:00 AM TO 2:00 PM, PACIFIC TIME.

MyPoint Credit Union

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National City 3003 Highland Ave., Suite 102 National City, CA 91950

North Park 3773 30th St., Suite G, San Diego, CA 92104

Rancho Bernardo 16763 Bernardo Center Drive San Diego, CA 92128

Sports Arena 3550 Rosecrans St, Suite C San Diego, CA 92110 (Starting 6/1/2026)

Contact Center 1-888-495-3400 Fax 858/495-3416 callcenter@mypointcu.com

NCUA

AMERICA'S CREDIT UNIONS

EQUAL HOUSING OPPORTUNITY