



Clearpath

FEDERAL CREDIT UNION

Account Agreement & Truth-In-Savings Disclosure

Also Contains:

Electronic Services Disclosure and Agreement

**PLEASE KEEP THIS HANDBOOK
FOR YOUR RECORDS**

**www.clearpathfcu.org
(800) 433-7328**

Effective August 1, 2014



TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT ACCOUNT OPENING INFORMATION - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This Agreement is subject to applicable federal laws and the laws of the state of California (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

MEMBERSHIP - Membership is required to obtain services. Provided you are within our field of membership, your completion of an Account Signature Card and a minimum deposit of one share (\$1) into your Member Share Savings Account makes you a Member of Clearpath and entitles you to apply for all savings and lending products and services. All Loans and Checking accounts are subject to approval. As a member of Clearpath, you agree to these rules, our Bylaws, and Bylaw amendments, and subscribe to maintain at least one share in the Member Share Account. A complete list of eligible employer groups is shown on our website. Ownership in an account where another party is first named does not constitute membership; only the first named is the voting Member. Once you are a Member in good standing, you may remain a Member, even if you move, change jobs, or retire.

BYLAWS - Our Bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the Bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the Bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

CLOSING ACCOUNTS - RIGHTS OF THE CREDIT UNION - We reserve the right to close any sub-account(s) which have been deliberately manipulated to our detriment and/or our membership. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to our detriment.

We have the right to terminate your Checking Account(s) without notice or your consent at any time, subject only to any restrictions contained in the CREDIT UNION'S Bylaws. Our authority concerning your Checking Account(s) with us

may not be changed or terminated by you, except by written notice to us, which will not affect any prior transaction. We can close your Checking Account(s) at our option if there has been no activity for 90 days or if you fail to maintain your account(s) in a responsible way, or cause a loss to the CREDIT UNION. If we close your Checking Account(s) for cause, we may report the reason your account(s) were closed to a reporting agency, such as ChexSystems.

NON-PARTICIPATION - If you fail to reach or maintain the required minimum membership share balance for a period of six months, or perform any action or activity in violation of any lawful obligation which causes a financial loss to Clearpath, any physical abuse of our property, or physical or verbal abuse of the staff, other members, or other persons lawfully on Clearpath premises, you may be refused certain services or benefits or you may be terminated from membership. Members are expected to uphold high standards of honesty, personal responsibility, and courtesy in dealing with the CREDIT UNION and with other Members. Violence or threats of violence against CREDIT UNION staff, volunteers, and/or other Members will not be tolerated.

California law states that inactive account balances must be turned over to the state after a period of three (3) years if you have not:

- Increased or decreased the amount of any of your account(s) with us or presented an appropriate record of crediting dividends or cashed a dividend check from any of your accounts with us; or
- Corresponded in writing or electronically with us concerning any of your accounts with us; or
- Otherwise indicated an interest in any of your accounts with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice. To recover funds turned over to the state, you must file a claim with the state.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

CHECK ENDORSEMENTS - The first 1.5 inches on the back side of a check ("Pay to the Order" area) is for signatures and deposit instructions. Checks must be endorsed by all parties to whom the check is payable. All payees on any checks for deposit should be owners or joint owners of the account(s) where the check(s) will be deposited. Generally we do not accept third party checks; if we do, we may require that any third parties have their bank verify or guarantee their endorsement. Checks deposited are processed automatically and any restrictions or notations on either the front or back may be disregarded. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these notations. Failure to follow these standards may result in refusal of the item for deposit. We may endorse checks for you, which we receive for deposit to your account.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time within account limitations. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check con-

version transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual Account - is an account in the name of one person.

Joint Account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

Joint Account of Husband and Wife with Right of Survivorship - This account or certificate is owned by the named parties, who are husband and wife, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

Community Property Account of Husband and Wife - This account or certificate is the community property of the named parties who are husband and wife. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

Tenancy in Common Account - This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party.

P.O.D. Account with Single Party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

P.O.D. Account with Multiple Parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

Totten Trust Account - (subject to this form) - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Coogan Accounts - "Coogan Account" means an account established by a guardian for the benefit of a young performer working under an entertainment contract. Fifteen percent of the gross earnings are set aside for the minor until they reach legal majority. These earnings are the property of the minor. Coogan Accounts ensure that child actors and athletes receive this portion of their earnings when they reach majority age, currently 18 or become legally emancipated. The minor is the Beneficiary of the Coogan Account; the Parent or Guardian is the Trustee. Withdrawals are generally not allowed until the minor turns 18. However, the Trust-

ee may transfer funds to an equivalent account before that time. A court order is required to withdraw from a Coogan Account prior to the minor obtaining majority age. The Credit Union shall have no duty to monitor the account or the status of the percentage of minor's earnings being deposited into the account.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. See our Terms and Conditions for Business Memberships brochure for additional details.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within 30 days.

FICTITIOUS BUSINESS NAME ACCOUNTS - If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

STOP PAYMENTS - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour prior to closing on the banking day prior to the day in which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

OVERDRAFT PROTECTION - You agree to the automatic transfer of funds from your Member Share Savings Account unless you have given us different instructions in writing. The same ownership of both accounts is required and a service charge may be applied. You are allowed six (6) overdrafts (or other preauthorized electronic transfers) from your savings account each month.

MOVING OUT OF OPPORTUNITY CHECKING - Generally, should a member maintain their checking account with no more than 18 NSF checks each year for one year, they may be moved to another checking product, when requested. Exceptions require Management approval. Members who are removed from Chex-Systems as a result of warning expirations or other financial institution removals may be moved to another share draft checking product.

BONUSES - Bonus means a premium, gift, award, or other consideration worth more than \$10 (whether in the form of cash, credit, merchandise, or any equivalent) given or offered to a member during a year in exchange for opening, maintaining, or renewing an account, or increasing a balance. The value of any bonus paid is subject to being reported to the IRS which will result in the member receiving an IRS Form 1099 at year end. The exact details and terms of any offering of a bonus will be described in the document that announces the bonus.

AMENDMENTS AND TERMINATION - We may change our Bylaws and any term of this Agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings section of this disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is

closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times to avoid a fee. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statu-

tory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

CHECK CASHING - We may charge a fee to anyone who does not have an account with us and is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS GOVERNING WIRE TRANSFERS TO OR FROM YOUR ACCOUNTS WITH CLEARPATH, BASED ON YOUR ORAL OR WRITTEN REQUEST. CLEARPATH WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT. A FUNDS TRANSFER AGREEMENT FORM MUST BE COMPLETED AND ON FILE BEFORE WIRE TRANSFER MAY BE COMPLETED.

- We may, at our discretion, execute your request to transfer funds (called a "Request") to any account maintained with us or another financial institution. We may execute your Request through any intermediary financial institution or funds transfer system we choose, notwithstanding any contrary information contained in your Request. We will use reasonable efforts to execute a Request received from you on the business day the Request is received, provided it is received prior to the cut-off hour we establish for such transfers. Information regarding cut-off hours and wiring instructions is available upon verbal request.
- You authorize Clearpath to accept oral wire transfer orders with appropriate identification by us. You authorize Clearpath to charge your Accounts for the amount of your Request, plus any applicable fees. See the Savings Account Overview and Additional Services Disclosure for wire transfer fees.
- All parties listed on the Funds Transfer Agreement are authorized to issue wire Requests to Clearpath, and to receive any telephone calls from us for the purpose of confirming such requests.
- You understand and agree that the payment of a wire transfer Request may be made by Clearpath or any other institution used to carry out your Request based on the identifying information, name, routing number, and account number provided by you to us for the beneficiary, even if the numbers/information identifies a person different from your intended beneficiary. Clearpath is not responsible for determining whether any of the identifying information or numbers provided by you to us are accurate.
- You and the CREDIT UNION agree that the following specified security procedures represent a reasonable method of providing security against unauthorized payment Requests:
 1. Only you and individuals named on your Signature Card for your account may issue a Request to Clearpath.
 2. We reserve the right to contact any individual on the Signature Card for your account for the purpose of confirming a wire Request, although we have no obligation to do so.
 3. If you make a wire Request telephonically, we must verify your identity to our satisfaction. If we are unable to do so, we may request that you submit your wire Request in writing.
 4. If, for any reason, we are not satisfied that a wire transfer Request was issued by an authorized party, we may refuse to execute the Request. If we do so, Clearpath will not incur liability of any nature.
- You may not cancel or change any Request after we receive it. You further agree that we will not be liable for any claims or damages if we attempt, even unsuccessfully, to comply with your instructions.
- Clearpath has no liability for delays or mistakes, provided we act in good faith, and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds, whether you or we selected such other parties. We are not required to complete a wire transfer Request on the day the Request is received, unless the Request was received within a reasonable time prior to the cut-off time we have established. We will generally use the funds transfer system, but we may use other routes that we, at our sole discretion, consider suitable for the transmission of funds.
- You agree that Clearpath has no liability and is not responsible for any delay or failure to transfer any amount specified in any Request because of rules, regulations, or policies of the Federal Reserve Board, and will have no liability for any direct, consequential, punitive, or indirect loss or damage you may suffer in conjunction with services offered by us which are subject to this agreement.
- Clearpath will not be liable for any failure to complete the Request due to the lack of available funds in your account, circumstances beyond our reasonable control: fire, flood, or other natural disasters, communication interruptions, computer failures, or any inaccuracy or ambiguity in your Request, the actions or omissions of others, or any applicable government rule or regulation.
- All wire transfer requests are subject to reporting guidelines under the Bank Secrecy Act.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

ACCOUNT VERIFICATION AND USE OF CREDIT REPORTS

When you sign the Membership Application, **you authorize** Clearpath Federal Credit Union to **obtain your credit report**. We will verify your application for membership and an account through account verification services and credit reporting agency(ies). We reserve the right to deny any application based on negative information received through these services. Your credit score may be used as part of the criteria for qualification for membership. If we deny your application, we will provide you with the name, address and telephone number of the account verification service and/or credit reporting agency that provided us with the information.

DEATH OF ACCOUNT HOLDER

Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. The Credit Union will not release any funds until the Credit Union receives a certified copy of a death certificate verifying the death of the member. Upon certification of the death of an Account Holder, no deposits will be accepted to the account, no checks will be paid on the account and the account will not be released until the Credit Union has been presented with satisfactory documentation to determine, in the Credit Union's discretion, what the proper distribution of the account should be and the Credit Union has had a reasonable opportunity to act on such information. Loans may become due and payable.

TRANSFERABILITY

Account(s) may not be transferred by any Account Owner except by a change in ownership that is reflected on the records of the Credit Union. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding on the Credit Union until the Credit Union has received sufficient documentation, in its discretion, and a new Membership Application has been executed.

PASSWORDS

Passwords may be used as one form of identification on your account(s). You agree to indemnify and hold harmless Clearpath Federal Credit Union for any claims that arise against the Credit Union because of reliance on a password.

NEGATIVE CREDIT REPORTING

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

SUBSTITUTE CHECKS AND YOUR RIGHTS

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way as you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However you have rights under other law with respect to those transactions.

Your Rights Regarding Substitute Checks:

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced-check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund, including dividends on the refund, if we are able to demonstrate that the substitute check was correctly posted to your account.

How You Make A Claim:

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Clearpath Federal Credit Union

340 Arden Ave

Glendale CA 91203

You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss;
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person who wrote the check, the amount of the check).

REMOTELY CREATED CHECK

Remotely created check means a check that is not created by the paying financial institution and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. If you authorize a remotely created check, CFCU will debit your account for the authorized item as if you have signed the item authorizing the debit. If you have a dispute and want to cancel the authorized item, you must contact the payee that debited your account. If the item was never authorized, you must contact CFCU within 30 days from the date you receive your statement. We may require you to make the claim in writing.

If you create or deposit remotely created checks to your CFCU account(s), you represent and warrant that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn in the amount stated on the check to the payee stated on the check. If a remotely created check, which you have deposited into your Account, is returned by the drawee-payor financial institution for any reason, you agree that the Credit Union may debit your Account(s) for the amount of the item, plus any applicable fees. If the debit causes your Account to be overdrawn, you agree to pay the overdrawn amount on the Credit Union's demand. The Credit Union reserves the right to accept or reject any item for deposit into any of your Accounts.

ORDERING CHECKS AND REJECT PROCESSING FEES

We would prefer that you order your personalized checks through the Credit Union. Personalized checks through the Credit Union can be ordered by phone, in writing or through Online Banking. However, we recognize that you have other choices available for your check printing services. If you arrange for the printing of your checks by a company other than through the Credit Union, the form, encoding, and format must follow our check specification requirements. Check printing companies/suppliers may not provide checks which incorporate security features to aid in protecting your checks against fraud or alteration. Because of this, checks you order through a supplier, other than the Credit Union, may not contain some or all of the security features found on checks provided through the Credit Union. If any of these checks are altered, modified, or changed, you, and not the Credit Union, will be responsible for any losses you suffer. Check prices vary according to the type of checks you select and may change from time to time without specific notice to you.

LOST OR STOLEN CHECKS

You agree to notify us immediately if your checks are lost or stolen. For security reasons, we may close your applicable account and return checks marked "Refer to Maker" or similar notice. If it is necessary to close your account we may require you to sign a new Membership Application.

CHECKS NOT CURRENTLY DATED

You should write the current date on checks you issue. However, regardless of the date on a check you have written, we may pay it whenever it is presented for payment. The Credit Union may, at its option, but is under no obligation to you to pay any check drawn on your account which is presented before its date, or more than six months after its date. The Credit Union shall not be liable for honoring or failing to honor any stale dated or post dated check, or conditionally endorsed check. The Credit Union may charge your account as of the date the Credit Union pays the item. If you do not wish a check to be paid, you must place a Stop Payment on the check.

CHECK PROCESSING AND VERIFICATION

We may process checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are currently dated, properly completed and endorsed. Although we may review checks, you understand and agree that reasonable commercial standards do not require us to do so. You agree to review all statements as soon as you receive them and to notify us immediately of any discrepancy.

ELECTRONIC PRESENTMENT AND PAYMENT OF CHECKS

In some cases when you write a check to a merchant in payment of goods or services the merchant may present that check electronically for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protection of the Electronic Fund Transfers Act. Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Fund Transfers Act.

LOST ITEMS

The Credit Union acts only as your collecting agent when receiving items for deposit or collection. We reserve the right to reverse the credit for any deposited items lost while in the process of collection. We will record for you the amount of the item, identity of the bank on which it is drawn and date of handling.

REGULATIONS ON LARGE CURRENCY TRANSACTIONS

Government regulations require us to report transactions involving currency in excess of \$10,000 to the IRS.

NOTIFICATION OF NAME AND ADDRESS CHANGES

It is your responsibility to notify the Credit Union promptly upon a change of name or a change of address. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notification of a change in address and may require any other notice from you to be provided in writing. The Credit Union may impose an Address Locator Service Fee as set forth in the Schedule of Service Charges and Fees.

NOTIFICATION OF EMAIL ADDRESS CHANGES

It is your responsibility to notify the Credit Union promptly upon a change of name or a change of email address. The Credit Union is only required to attempt to communicate with you at the most recent e-address you have provided to us. The Credit Union may accept oral notification of a change in address and may require any other notice from you to be provided in Online Banking.

EFFECT OF NOTICE

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

Electronic notice is effective when notification is sent to retrieve your CFCU information. You understand and agree you are solely responsible to provide a valid email address when selecting e-Statements with e-notifications.

CHANGES TO CHARGES, FEES OR OTHER TERMS

We reserve the right to change the charges, fees or other terms described in this Agreement and Disclosure and the Schedule of Service Charges and Fees. However, when changes are made to any charges, fees or dividend computations which will adversely affect you, we will send a notice to you at the address shown on our records. The notice will be sent within a reasonable time, as required by law, before the effective date of the change. We also reserve the right, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. No notification will be provided for changes in the Dividend Rate and Annual Percentage Yield for variable-rate accounts other than the subsequent notice contained in your periodic statement.

EMAIL CAPABILITIES AND LIMITATIONS

You may send electronic email messages to the Credit Union via the Internet. The Credit Union will not immediately receive and review Email messages that you send and will **NOT** process any request for a funds transfer received via email. Further, the Credit Union reserves the right not to act upon requests for stop payments, requests for replacement PINs, reports of lost or stolen PINs or unauthorized transactions, reports of lost or stolen ATM or VISA Cards, or on any other request in which the Credit Union would normally require written notification and/or your authorizing signature, without first confirming the authenticity of the email request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. The Credit Union will not take action based on your email requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

OTHER AGREEMENTS AND CONDITIONS

- (1) Except as otherwise prohibited by applicable law, the terms of this Agreement and Disclosure are subject to change at any time. We will give you any advance notice as required by law.
- (2) Your CFCU accounts are not transferable, except on the books of the Credit Union.
- (3) The Credit Union reserves the right, at any time, to require members to give 60 days written notice of intent to withdraw, in whole or in part, shares from their Savings, Money Market and Certificate Accounts. Not more than 30 days notice will be required on Legal Service Trust Funds Accounts.
- (4) Withdrawal of any or all funds from your account(s) by you or your beneficiaries will discharge us from any liability for such payment.
- (5) You agree to be bound by the By-Laws, regulations, policies and other practices of the Credit Union now in effect or as amended or later adopted regarding your account(s).
- (6) The Credit Union reserves the right to waive any term of this Agreement and Disclosure. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

FORCE MAJEURE

The Credit Union is not liable for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, terrorist action, Act of God or other circumstances beyond our control.

YOUR INSURED ACCOUNT

Please refer to the National Credit Union Administration's "Your Insured Funds" brochure for information on share insurance, or visit the NCUA's Web site at www.ncua.org.

YOUR SAVINGS FEDERALLY INSURED TO AT LEAST \$250,000 BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES GOVERNMENT. THE NATIONAL CREDIT UNION ADMINISTRATION, A UNITED STATES GOVERNMENT AGENCY.

ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of

these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Phone Teller Telephone Transfers - types of transfers - You may access your account by telephone 24/7/365 at 1-800-834-7774 using your personal identification number/secret access code, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking account(s) - deposits to checking account(s)
 - withdrawals from checking account(s)
 - the account balance of savings account(s) - deposits to savings account(s)
 - withdrawals from savings account(s)

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

ATM Card Services ATM Transfers - types of transfers - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) or Debit Card and personal identification number (PIN), to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
- get cash withdrawals from savings account(s)
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- transfer funds from line of credit to checking account(s)
- get information about:
 - the account balance of your checking account(s)
 - the account balance of your savings account(s)
- cash withdrawal limit is generally \$505 per day

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- generally withdrawal limits range from \$205-\$1,505 depending upon the nature of your card and account.

Important Information Regarding Your Visa-Branded Debit Card

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The non-Visa debit network for which such transactions are enabled is: STAR Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network,

and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Types of Debit/Check Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- generally you may make purchases ranging up to \$1,005.00 per day depending on your particular accounts status.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to **debit** card transactions.

Currency Conversion. When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Internet Banking Computer Transfers and Online Bill Pay - You may access your account(s) by computer through the internet by logging onto our website at www.clearpathfcu.org and using your password, your account number, and multi factor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us
- make payments from savings to third parties (Bill Pay)
- get information about:
 - the account balance of checking account(s)
 - deposits to checking account(s)
 - withdrawals from checking account(s)
 - the account balance of savings account(s)
 - deposits to savings account(s)
 - withdrawals from savings account(s)

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

Health Savings Accounts (HSA). We permit some electronic funds transfers to and/or from your Market HSA. The electronic funds transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA can raise a variety of tax concerns. It is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for

more information relating to the use of your HSA.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following regulatory limitations apply:

- During any month, you may not make more than six withdrawals or transfers from savings account(s) to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.
- During any month, you may not make more than six withdrawals or transfers from a money market account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account, unless they cause you to exceed the limitations on frequency of transfers indicated above or cause an overdraft in your account.

Except as indicated elsewhere, we do not charge for these electronic funds transfers. Please see our Savings Account Overview and Additional Service brochure for full details concerning fees.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

ACCOUNT DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-433-7328 or check online to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make recurring or non-recurring payments out of your account, you can stop any of these payments. Here is how:
Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing or via email and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- *Generally.* Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your card and/or code you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made by card, code or other means that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- *Limited Liability for Debit/Check Card.* Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number. You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use.

In addition, when used in point-of-sale transactions, and unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions if your card is lost or stolen. This limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than VISA® point-of-sale transactions) that occurs after the close of the 60 days and before you give us notice.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

- (b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business

days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

CLEARPATH FEDERAL CREDIT UNION
FINANCIAL SERVICES

340 ARDEN AVE.

GLENDALE, CALIFORNIA 91203

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 1-800-433-7328

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic funds transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running

and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY POLICY

This policy statement applies to all accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 60 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For

example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

COMMON FEATURES

Bylaw requirements:

You must complete payment of one share in your Member Share Savings account as a condition of admission to membership.

Par Value of a Share:

The par value of a share is \$1. This amount must be maintained at all times in a Member Share Savings Account to retain membership and be eligible for all other products and services.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Please refer to our separate fee schedule and rate sheet for additional information about charges.

Draft printing.....(fee depends on style and quantity of draft ordered)

Rate Information:

The dividend rate and Annual Percentage Yield (here after shown as APY). The dividend rate and APY are subject to change at any time as determined by the Credit Union Board of Directors. Certificate rates are fixed for the term of the account, except for Club Certificate, unless eligible for the bump rate option. See the current rate disclosure for current available rates.

MEMBER SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$1.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union by regulation.

Fees and charges:

See separate fee schedule for details.

DREAM SAVINGS ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. Balance to earn dividends: is less than or equal to \$1,000.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union. There will be a transaction fee for all withdrawals in excess of two each calendar month. See the separate Fee disclosure for details.

Fees and charges:

See separate fee schedule for details.

DREAM CLUB CERTIFICATE

Rate Information - The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding frequency - Dividends will not be compounded.

Crediting frequency - Dividends will be credited to your account at maturity.

Dividend period - For this account type, the dividend period is the same as the term, beginning on the date the account is opened, and ending on the stated maturity date.

Effect of closing an account - If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

You may make unlimited additions into your account.

There are no limitations on the frequency or timing of additions.

Time requirements - Your account will mature on November 15th of each year unless you indicate otherwise at the time of opening the Certificate. The account may not be opened for more than 12 months.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- Loss of dividend accrual and a fee for withdrawals in excess of one. Please refer to our separate fee schedule for additional information about charges.

Automatically renewable account - This account will automatically renew at maturity. You may prevent automatic renewal if we receive a written notice from you prior to the maturity date.

Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term.

There is no grace period following the maturity of this account during which you may withdraw the funds without being charged an early withdrawal penalty.

FREE CHECKING ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$2,000 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily

balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

eCHECKING ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges:

A manual transaction fee will be charged for each check that is written, or over the counter transaction completed. Please refer to our separate fee schedule for additional information about charges.

OPPORTUNITY CHECKING ACCOUNT

Minimum balance requirements:

No minimum balance requirements apply to this account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges:

A monthly service fee will be charged each month. Please refer to our separate fee schedule for additional information about charges.

Additional features:

Debit Card with variable ATM and POS withdrawal limits may apply.

CASH ACCESS ACCOUNT

Rate Information:

No dividends are earned on this share type.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Transaction limitations:

There are no checks allowed on this share type. Withdrawals are allowed by debit access or in-branch only.

Fees and charges:

A monthly service fee will be charged for this account type. See separate fee schedule for details.

MyPATH (YOUTH) ACCOUNT

Generally, a parent or guardian will be required as a cosigner on MyPath Accounts until minor reaches 18 years of age.

Rate Information:

Dependent on share types chosen.

Minimum balance requirements:

No minimum balance requirements apply to this account type.

Transaction limitations:

Refer to Member Share and Free Checking disclosure.

Fees and charges:

See separate fee schedule for details.

MONEY MARKET ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the

last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500. You must maintain a minimum daily balance of \$2,500 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

See separate fee schedule for details.

MONEY MARKET GOLD ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$50,000. You must maintain a minimum daily balance of \$50,000 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

See separate fee schedule for details.

MONEY MARKET PLATINUM ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$100,000. You must maintain a minimum daily balance of \$100,000 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

See separate fee schedule for details.

CLEARLY BETTER CERTIFICATE

Bump Rate Option Plan on Certificates of Twelve Months or Greater and Rate Information

- The dividend rate and APY may change. We will not change the rate on your account during the term of the account. However, you have a one-time option during each term of this account to exchange this dividend rate for a new dividend rate. The new dividend rate will be the dividend rate we are then offering on this term share account of equal term to maturity as the original term of this account. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this option once during each term

(the original term and each renewal term). If you negotiate a match rate at the beginning of your certificates term you forfeit the bump rate feature for that term.

Compounding frequency - Unless otherwise paid, dividends will be compounded every month.

Crediting frequency - Dividends will be credited to your account every month on the last day of the month and at maturity. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account. Dividend period - For this account type, the dividend period is monthly.

Effect of closing an account - If you close your account before dividends are paid, you may not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account is \$500. You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed APY. The Credit Union reserves the right to offer other rate tiers for this account. You must maintain the minimum balance on your specific Certificate Account disclosure letter to know the exact minimum you must maintain to earn the quoted APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

You may make withdrawals of principal from your account before maturity. Principal withdrawal before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. You may make one deposit during term of the account. That deposit may not exceed \$10,000 or the initial balance of the certificate, whichever is less.

Time requirements- Your account will mature between three to sixty months. Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of less than one year:
The penalty we may impose will equal 30 days dividends or \$10 which ever is greater on the amount withdrawn subject to penalty.
- If your account has an ongoing maturity of one year or more:
The penalty we may impose will equal 90 days dividends or \$10 which ever is greater on the amount withdrawn subject to penalty.

If your withdrawal causes your balance to go under the minimum balance indicated on your Certificate Disclosure Letter, you will be required to close the certificate and the penalty will be charged based on the whole account balance. In certain circumstances such as the death or incompetence an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The APY is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a nondividend-bearing account.

The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

TRADITIONAL MARKET IRA ACCOUNT

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

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

You must maintain a minimum daily balance of \$100 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

See separate fee schedule for details.

Additional information:

IRA distributions, transfers, and rollovers are subject to the special tax rules of the United States Internal Revenue Code and may include Federal Income Tax withholding and penalty consequences. Please review the information contained in IRA Withdrawal Form for further information, or consult a tax advisor. The Credit Union is not responsible for any adverse consequences of any excess deposits, transfers or withdrawals.

TRADITIONAL IRA CLEARLY BETTER CERTIFICATE

Bump Rate Option Plan on Certificates of Twelve Months or Greater and Rate Information - The dividend rate and APY may change. We will not change the rate on your account during the term of the account. However, you have a one-time option during each term of this account to exchange this dividend rate for a new dividend rate. The new dividend rate will be the dividend rate we are then offering on this term share account of equal term to maturity as the original term of this account. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this option once during each term (the original term and each renewal term). If you negotiate a match rate at the beginning of your certificates term you forfeit the bump rate feature for that term.

Compounding frequency - Unless otherwise paid, dividends will be compounded every month on eligible balances.

Crediting frequency - Dividends will be credited to your account every month on the last day of the month and at maturity. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account. **Dividend period** - For this account type, the dividend period is monthly.

Minimum balance requirements:

The minimum balance required to open this account is \$500.

You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account

each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

You may make unlimited additions into your account. There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature between twelve to sixty months.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or more:
The penalty we may impose will equal 90 days dividends or \$10 which ever is greater on the amount withdrawn subject to penalty.
- If your withdrawal causes your balance to go under the minimum balance indicated on your Certificate Disclosure Letter, you will be required to close the certificate and the penalty will be charged based on the whole account balance.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Additional information:

IRA distributions, transfers, and rollovers are subject to the special tax rules of the United States Internal Revenue Code and may include Federal Income Tax withholding and penalty consequences. Please review the information contained in IRA Withdrawal Form for further information, or consult a tax advisor. The Credit Union is not responsible for any adverse consequences of any excess deposits, transfers or withdrawals.

ROTH IRA CLEARLY BETTER CERTIFICATE

Bump Rate Option Plan and Rate Information - The dividend rate and APY may change. We will not change the rate on your account during the term of the account. However, you have a one-time option during each term of this account to exchange this dividend rate for a new dividend rate. The new dividend rate will be the dividend rate we are then offering on this term share account of equal term to maturity as the original term of this account. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this option once during each term (the original term and each renewal term). You may exercise this option once during each term (the original term and each renewal term). If you negotiate a match rate at the beginning of your certificates term you forfeit the bump rate feature for that term.

Compounding frequency - Unless otherwise paid, dividends will be compounded every month on eligible balances.

Crediting frequency - Dividends will be credited to your account every month on the last day of the month and at maturity. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is monthly.

Minimum balance requirements:

The minimum balance required to open this account is \$500.

You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed APY.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on

the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

You may make unlimited additions into your account.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature between twelve to sixty months.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or more:

The penalty we may impose will equal 90 days dividends or \$10 whichever is greater on the amount withdrawn subject to penalty.

- If your withdrawal causes your balance to go under the minimum balance indicated on your Certificate Disclosure Letter, you will be required to close the certificate and the penalty will be charged based on the whole account balance.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. Dividends will be calculated on the same basis as during the original term. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

Additional information:

IRA distributions, transfers, and rollovers are subject to the special tax rules of the United States Internal Revenue Code and may include Federal Income Tax withholding and penalty consequences. Please review the information contained in IRA Withdrawal Form for further information, or consult a tax advisor. The Credit Union is not responsible for any adverse consequences of any excess deposits, transfers or withdrawals.

**EDUCATION SAVINGS MONEY MARKET ACCOUNT
(Coverdell)**

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period - For this account type, 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 the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:

See separate fee schedule for details.

Additional information:

You should consult with your tax advisor before making an annual contribution. The Credit Union is not responsible for contributions in excess of that permitted by law.

HEALTH SAVINGS CHECKING ACCOUNT (HSA)

Rate Information:

The dividend rate and APY may change at any time, as determined by the credit union board of directors.

Compounding and crediting- Dividends will be compounded every month on eligible balances. Dividends will be credited to your account every month on the last day of the month.

Dividend period- For this account type, 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 the same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example above is January 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method- Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits- Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Additional Information:

You should consult with your tax advisor before making an annual contribution. The Credit Union is not responsible for contributions in excess of that permitted by law.

Clearpath Federal Credit Union

Glendale Main Office

340 Arden Avenue, Glendale, CA 91203

M-F9:00 am – 5:00 pm
Saturday.....10:00 am – 2:00 pm

*Compton Branch

1100 West Artesia Boulevard, Compton, CA 90220

M, Tu,Th, F8:00 am – 3:00 pm
(Closed for lunch)

Moreno Valley Branch

12625 Frederick St Suite I-2, Moreno Valley CA 92553

M - F10:00 am – 6:00 pm
Saturday10:00 am – 2:00 pm

Information Directory

Main Number.....(818) 937-5300
Toll-Free Number(800) 433-7328
Phone Teller(800) 834-7774
Member Service Fax(818) 937-5329
Loan Department Fax.....(818) 937-5358
*Compton Branch(310) 884-4651
*Compton Branch Fax(310) 884-4657
Moreno Valley Branch(818) 937-5300 x5400
Moreno Valley Branch Fax(951) 697-8069

ATM Network Locator.....(888) 748-3266

www.co-opatm.org

Shared Branch Locator(888) 287-9475

www.co-opsharedbranch.org

Lost/Stolen Visa Credit Card(800) 682-6075

www.reportmycards.com

Lost/Stolen Debit/ATM Card.....(800) 680-0915

ATM Locations

Main Office.....340 Arden Avenue, Glendale, CA

Moreno Valley Office12625 Frederick St I-2, Moreno Valley, CA

*Compton Office.....1100 W. Artesia Blvd., Compton, CA

*Compton PSC2201 W. Wilmington, Compton, CA

*Glendale DSC4841 San Fernando Rd West, LA, CA

*Paramount DSC.....14900 Garfield Ave., Paramount, CA

*Riverside DSC1500 Eastridge Ave., Riverside, CA

Routing/Transit Number.....322078998

Website Addresswww.clearpathfcu.org

E-mail Contact.....service@clearpathfcu.org