



Business Membership and Account Handbook

INTRODUCTION

We thank your Business (Business, you, your) for becoming a member of UNCLE Credit Union (Credit Union, we, us). Please read this Business Membership and Account Handbook carefully.

This Business Membership and Account Handbook (“Business Handbook”) is a master agreement covering your Business’s membership in the Credit Union the terms of all Credit Union business accounts. It supplements the terms of the Business Membership and Account Application and the Business Fee Schedule. By signing the Business Application and opening an account with the required minimum deposit of funds, you agree to the terms of this Business Handbook and any agreements governing any account, loan, or other services we provide to your Business (“Business Services”). s not all of the terms spelled out in this Business Handbook apply to every account, please refer to the sections that apply to the services you have. Keep this agreement with your permanent documents. Your periodic statements will keep you informed on the status of your account.

BUSINESS MEMBERSHIP

Business membership in the Credit Union is open to sole proprietorships, general partnerships, limited partnerships, limited liability partnerships (LLPs), limited liability companies (LLCs), corporations, and unincorporated associations such as PTAs and sports leagues within the Credit Union’s field of membership.

Deposit and maintenance of any required minimum balance specified in our bylaws in a Business Savings Account makes your Business an owner of the Credit Union, and entitles you to all of the rights and benefits of membership, including the right to apply for Business Services.

If your Business is a sole proprietorship and you maintain a personal membership in the Credit Union, you will not receive additional voting rights. If your Business is another type of entity, your business will receive one vote, which may be exercised by an authorized agent of your business. If you have any questions regarding eligibility, business documentation requirements, or any of our services, please call us at 1-800-348-6253 for Business Membership Services or visit www.unclecu.org.

You must provide us with the correct taxpayer identification number for the Business, which will generally be a social security/taxpayer identification number or an employer identification number. It is your responsibility to determine the taxpayer identification number you should use for your UNCLE business accounts. We will not inquire as to the correctness of the number you supply, but if we are notified by the Internal Revenue Service that the number you are using is not correct, and you fail to rectify the situation, we can close your business accounts.

Your completion of a Business Application is a continuing authorization to us to open other Business Accounts for you upon your oral or written authorization and deposit of funds.

The Credit Union reserves the right to deny membership and accounts for businesses that we determine pose unacceptable compliance, legal or reputational risk. For example, we do not open accounts for medical

marijuana dispensaries, money service businesses, gambling establishments or adult entertainment businesses. If we learn after we establish your membership that your Business is engaged in activity that violates state or federal law or otherwise poses undue compliance, legal, or reputational risk, we can deem your Business to be in breach of this Business Handbook and close your Business Services.

Documentation Requirements

To establish a Business account, you must provide documentation of your organization. For-profit and non-profit corporations, limited liability companies, limited liability partnerships and limited partnerships must provide certified copies of their articles of incorporation, articles of organization or limited partnership certificates. Other types of entities must provide the documents that establish their organizations, if any. Any individual, general partnership, corporation or other type of business entity that operates for profit under a fictitious business name must provide a copy of its current fictitious business name statement. All businesses must also provide copies of their business licenses if required by the location in which the business operates.

GENERAL BUSINESS MEMBERSHIP AGREEMENTS

MEETING YOUR OBLIGATIONS

The Credit Union is a member-owned cooperative. Our ability to provide competitive account and credit products to our members depends on all of our members meeting their obligations to the Credit Union in a timely manner.

Our member conduct policy requires all members, and their authorized agents, to conduct their business with the Credit Union in a civil and businesslike way. You have the right to demand quality service from us. We will not, however, tolerate verbal abuse or harassment of our staff, volunteers or other members, or any violence or threats of violence. Persons carrying weapons or who appear to be under the influence of intoxicants are not permitted on Credit Union premises.

We can expel your Business from membership, or alternatively deny services to your business, if you fail to meet any of your obligations to us, including your obligation to comply with our member conduct policy, or if you cause us a financial loss. If we deem it necessary to preserve a secure and harassment-free workplace for our staff and volunteers, we can bar you or your authorized agents from our premises. If we deem it necessary to seek a restraining order against you for the safety of our staff, volunteers or other members, you will pay our reasonable attorney's fees and costs of doing so.

The Business entity that requests Business Services is obligated with any individual who personally guarantees the obligations of the business to meet the terms of this Handbook.

The Business entity and any individual who personally guarantees the obligations of the Business is obligated to repay any obligations to the Credit Union resulting from the use of Business Services by any person with the permission of an authorized agent of the business, whether or not the person using the service stays within the scope of permission you given to use the service.

The Business and any individuals who personally guarantees the Business's obligations to the Credit Union remain bound to pay for any obligations incurred to the Credit Union by the Business even though another person or entity has been directed to pay the debt by an agreement or court order to which the Credit Union is not a party, such as a proceeding to dissolve the business or a divorce. No release from obligations to the Credit Union will be valid unless (a) in writing and signed by an authorized agent of the Credit Union or (b) pursuant to a court order in an action to which the Credit Union is a party.

We can, consistent with applicable state and federal fair credit reporting and equal credit opportunity laws applicable to businesses and individual guarantors of business obligations, obtain information about the way you handle your accounts and loans and report our experience with you to others. We can check your credit or account history if you request credit or an account and as part of our periodic review of open credit accounts and share accounts. If you fail to meet your obligations to the Credit Union, we can report negative

information about you to consumer reporting agencies such as ChexSystems, which may adversely affect your account or credit standing.

By giving UNCLE Credit Union any telephone number, regardless of the type of telephone associated with the number, the Business and any Authorized Person (see “Account Administration and Access” below) whose telephone number is provided to us authorize UNCLE Credit Union and any third party acting on our behalf to call that number, send text messages to that number, and leave messages on any answering system associated with that number, including calls made by automated dialing device and pre-recorded voice calls. All Business members must provide UNCLE Credit Union with at least one telephone number at which an Authorized Person can be reached during business hours.

You agree not to use any Business Services, access devices or access credentials we make available to you to engage in any illegal activity, including but not limited to illegal online gambling. The actual or alleged illegality of any transaction initiated by an Authorized Person or using an Authorized Person’s credentials will not be a defense to any obligation you have to pay us any amount by which you become indebted to us as a result of the transaction.

CHANGES TO HANDBOOK

You agree that we may change any of the terms listed in this Business Handbook and the Fee Schedule applicable to your accounts at any time by mailing a notice to the last address you gave us or notifying you electronically if your Business has agreed to receive communications from us in that form. We will give you notice consistent with applicable legal requirements. By continuing to maintain the services to which the notice applies after the effective date of the change(s), you agree to the change(s).

Rather than updating this Business Handbook or the Business Fee Schedule each time a change is made, we may disclose changes in terms by means of a Change in Terms Notice, with subsequent updating of the Business Handbook.

ACCOUNT ADMINISTRATION AND ACCESS

Each Business must designate an Account Administrator on your Credit Union Business Membership and Account Application. The Account Administrator will be the Business’ primary contact with the Credit Union and have unlimited access to information about and unlimited transaction authority on the Business Services.

The Credit Union Business Membership and Account Application may also designate other individuals as Authorized Signers on behalf of the Business. Collectively the Account Administrator and any other Authorized Signers may be called “Authorized Persons” in this Handbook.

Authorized Signers will have unlimited access to information about Business Services and be able to sign checks on the Business’s Account in any amount. We pay checks in an automated processing environment and do not have the capacity to monitor compliance with limits on Authorized Signers’ check-writing authority. However, we can enforce transaction limits associated with Authorized Signers for in-person transaction and transactions initiated with an Authorized Signer’s Debit Card or Remote Banking credentials.

After a Business Account is opened, only the Account Administrator will be able to open and close accounts or add, remove, or change the transaction authority of Authorized Signers. If the Business wishes to change the Account Administrator, we will require the Business to follow authorization documentation, identification, and security procedures we deem reasonable.

PROTECTING YOUR ACCOUNTS

Protect account numbers, debit cards, debit card numbers, debit card personal identification numbers (PINs), and Remote Banking credentials issued in connection with your Business Services. Never keep your PIN with a debit or credit card, which can provide free access to your accounts if your card is lost or stolen.

Use caution when disclosing account numbers, social security numbers and other identifying information to other persons. If someone calls you and says that they are calling on behalf of the Credit Union, beware. Our staff will have access to your information and will not need to ask for it. If you call us, or in some cases if we call you (such as to follow up on an inquiry you have made), we may ask for a limited amount of information about you, such as the last four digits of your social security number or your date of birth, so we can match the information you provide with what is in our records to confirm your identity.

Keep us informed of your current address and telephone numbers and any changes to your Authorized Persons. We will act on the most recent information you have given to us.

If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. This is not, however, a guarantee that we will detect or prevent fraudulent activity on your accounts.

You are responsible for monitoring your accounts and supervising your employees and Authorized Persons, promptly reviewing all statements and other information we send you regarding your accounts, and immediately reporting to us any suspicious activity. We will be responsible for unauthorized activity on your Business Services only if it results from our negligence or misconduct in handling your transactions, except on VISA® Credit and Debit Cards, in which case liability for unauthorized activity will be governed by the Cardholder Agreement.

GOVERNING LAW AND TERMS

This Business Handbook and the Business Fee Schedule, as amended from time to time by our sending you a Change in Terms Notice or a new version of the Business Handbook or Fee Schedule, govern your membership and Business Accounts with the Credit Union. The Credit Union's bylaws and policies, and applicable state and federal law, also govern your Credit Union Business Accounts. If any provision of the Business Handbook, Fee Schedule or a Change in Terms Notice is found to be unenforceable, (a) the rest of the Business Handbook and Fee Schedule will remain in effect, and (b) the unenforceable provision will, if possible while preserving its intent, be deemed amended to the extent necessary to render it enforceable.

Terms of your agreements with the Credit Union cannot be changed orally. Any change in terms will be effective only if pursuant to (a) a Change in Terms Notice or a new version of the Business Handbook or Fee Schedule, (b) a writing signed by an authorized Credit Union employee, (c) a change in an applicable law or regulation, or (d) an order of a court of competent jurisdiction.

Use of the singular in this Business Handbook implies the plural if more than one person signs the Business Account Agreement.

NOTICES

Notices that we send to you will be considered received by you five days after we mail them to you at your address in our records if your address is in California or ten days after we mail them to you if your address is outside California. If the option is available and you elect to receive notices and contracts from us electronically, our sending you a notice at the e-mail address we have for you in our records will be sufficient to bind you to any terms stated in the notice. You are responsible for telling us if you change your physical address, mailing address or e-mail address. We may charge a Bad Address Fee if you fail to keep us informed of your current address; refer to the Business Fee Schedule.

OUR RESPONSIBILITY FOR FOLLOWING YOUR INSTRUCTIONS

Our payment of money in your Business Accounts consistent with the written instructions of any Authorized Person, subject to any transaction limits we have agreed to enforce, will excuse the Credit Union from any further legal obligation regarding the proceeds of the transaction. If a person is in possession of information or devices necessary to conduct transactions on your Business Accounts (such as a rubber stamp you use to sign checks, a VISA® Debit Card, or Remote Banking credentials, we are entitled to assume that such person is authorized to conduct business on your Business Accounts. You agree to defend, indemnify and hold the Credit Union harmless from any liability or suits that result directly or indirectly from our handling your accounts consistent with the written instructions of any person who has actual or apparent authority to conduct transactions on your Business Accounts.

We are entitled but not obligated to refuse to honor instructions if they are uncertain or if a signature appears not to be authentic or if the transaction otherwise appeared to be unauthorized. If this occurs, we will notify you.

We have the right to refuse to honor instructions if we reasonably believe doing so would cause us a loss.

We are not required to honor restrictive legends on checks you write or endorse unless we have expressly agreed in writing to do so.

We are entitled to request appropriate identifying documents or information prior to completing transactions.

We may freeze your accounts if there are conflicting claims to the funds. We have the right not to release a freeze until we receive either consistent instructions or a court order.

If we tell you that we are unable to implement instructions of yours, such as dual signature requirements or account access blocks, we will not be liable to you for failing to follow your instructions.

Certain illegal transactions may be blocked. Our payment systems (ACH, debit card, wire transfer, money transmitting) may as required or permitted by law block transactions believed to involve illegal internet gambling or other unlawful activity.

If a transaction involving a blocked person or entity is initiated in connection with your account, the transaction may be blocked or declined, and funds may be frozen, depending on requirements imposed on the Credit Union by applicable law.

OUR DEALINGS WITH THIRD PARTIES

We will comply with valid legal process on your Business Accounts, such as levies, garnishments and subpoenas, and will not incur liability to you for doing so unless we are negligent.

We will honor the instructions of any court of competent jurisdiction with respect to your Business Accounts.

OUR RIGHT OF OFFSET

If you owe us money, whether on a loan, because you have overdrawn an account, or for any other reason, and you fail to pay what you owe us consistent with your agreement with us or upon our lawful written demand for payment, we have the right under applicable law to take funds from any Credit Union account in which the Business or any personal guarantor of the business's obligations has an ownership interest (unless prohibited by law or the share agreement) to recover all or part of what you owe us. By joining the Credit Union, you expressly consent to our right to do this. If we do this, you agree that we are not electing a remedy or in any way waiving our rights to take other lawful action to collect any amount that you still owe us.

If we have given you cash for an item that you deposited that is returned unpaid, or if we cleared a check you wrote against a deposited item that was returned unpaid, we will deduct the amount of the unpaid item plus

any applicable fees from the account in which you deposited the item. If there are no funds in that account, you agree that we can recover the amount of the item by deducting it from any other account in which you have an ownership interest. If we cannot recover the funds in that manner, you agree that our right to recover Collection Costs applies.

COLLECTION COSTS

If you breach your payment obligations to us, you agree to pay reasonable costs we incur before taking legal action to enforce our agreements with you. If we take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees and costs whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or any other type of legal action.

BINDING NON-JUDICIAL ARBITRATION

You and the Credit Union will attempt in good faith to resolve through negotiation any dispute, claim or controversy, other than a debt that you owe the Credit Union, arising out of or relating to this Agreement. Either party may initiate negotiations by writing to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to JAMS (Judicial Arbitration and Mediation Services) in San Francisco, California, or its successor, for arbitration. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, any claim for a debt owed by one party to the other may be initiated in a state or federal court of competent jurisdiction.

ATTORNEY'S FEES

In any lawsuit or arbitration arising out of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs of suit.

ACCOUNT TERMS

The Credit Union may offer Business Savings, Business Checking, Business Money Market and Business Certificate accounts. Not all of these account types will necessarily be available at all times. Ask a Credit Union representative for details about available business accounts. Overdraft protection is available on Business Checking accounts from your Business Savings Account, Business Money Market Account, or your linked Business Line of Credit (if you request and are approved for one). All of your accounts are accessed through your business's primary member account number. You must maintain a Business Savings Account at all times to be eligible for business membership.

TERMINOLOGY

We call our Business Share Savings Accounts "Business Savings Accounts" our Business Share Draft Accounts "Business Checking Accounts;" our Business Share Money Market Accounts "Business Money Market Account" and our Business Share Certificate Accounts "Business Certificate Accounts." "Board of Directors" refers to the Credit Union Board of Directors. "Item" means any ATM withdrawal, wire transfer, ACH transaction, teller cash withdrawal, check, debit card purchase, Remote Banking payment, fee, or other amount that is credited to or debited from your account.

YOUR EARNINGS

Dividend rates on business accounts, if any, are set in accordance with the policies of the Board of Directors, taking into consideration the cost of funds and market conditions. Dividends can be paid only out of current income and available earnings, after required transfers to reserves at the end of the dividend period. Except for Business Certificate Accounts, the percentage or amount of dividends is not set in advance. Dividends can be withdrawn from all accounts as posted. When dividends post they compound, earning the same rate as other funds in the account. Dividend rates and cycles on Business Accounts may be changed at any time, in accordance with the policies of the Board of Directors. Your periodic statements will show dividend rates, dividends earned, and other information.

DEPOSITS AND WITHDRAWALS

Deposits and withdrawals can be made electronically through the Automated Clearing House (ACH) Network, via Remote Banking, by wire transfer, by automated teller machine (ATM), in person, by telephone, or by mail. Withdrawals can also be made from Business Checking Accounts using an UNCLE Business Debit Card with an PIN or signature at merchant terminals or by giving the necessary Debit Card information to a merchant over the telephone or internet. If you initiate a telephone withdrawal directly with us, it can be made only by transfer into another Credit Union account of your business, or by a Credit Union check made payable to the business and mailed to the business's address shown on our records.

Non-cash deposits are subject to delayed availability, as spelled out in the "Funds Availability Policy" section of this Business Handbook.

You can make as many deposits as you wish to all account types, although once you open a Business Certificate Account, additional deposits are not permitted except during the grace period that follows the maturity date.

On your Business Checking Account, you can write as many checks and make as many withdrawals by other means as you wish as long as you have sufficient funds or overdraft protection available. You can also make as many **personal** transfers and withdrawals out of your Credit Union Business Savings or Business Money Market Accounts as you like. **Personal** transfers and withdrawals are those that you make (1) in person at a Credit Union office, (2) by written request mailed to the Credit Union, (3) by messenger, or (4) at an ATM. Any other type of transfer or withdrawal out of your account is considered **non-personal**.

The number of **non-personal** transfers and withdrawals you can make from your Credit Union Business Savings and Business Money Market Accounts may be limited to six per month. **Non-personal** transfers include pre-authorized transfers, Remote Banking transfers, automatic transfers, and transfers made pursuant to telephone or data transmission (such as by facsimile) instructions. For example, overdraft protection transfers from a Business Savings Account to a Business Checking Account, or regularly scheduled transfers to third parties, such as automatic bill payment, are considered **non-personal**. Non-personal withdrawals beyond the limitations stated above may be declined and/or returned as "Non-Sufficient Funds" (NSF).

You authorize the Credit Union to supply missing endorsements on items payable to you and deposited by you to accounts of yours. You agree to reimburse us for any loss we incur with respect to any item deposited by you with a deficient or improper endorsement. If you do not pay us upon our demand, you agree that our right of offset applies. If we cannot recover what you owe by exercising our right of offset, you agree that our right to recover collection costs applies.

The Credit Union may refuse to accept any item for deposit at our sole reasonable discretion. Inconsistency between the payee of an item and the title of your Business Account to which it is deposited is one reason we are allowed but not required to refuse to accept an item for deposit. You remain responsible for all items deposited to your accounts and to reimburse us for any losses caused to us by items deposited to your accounts.

Our responsibility in handling your deposits is limited to the exercise of ordinary care as your agent for collection.

All items provisionally credited to your Account are subject to chargeback if final payment is not received from the paying financial institution. Non-cash deposits are made available only after the times specified in the "Funds Availability Policy" section of this Handbook. Please observe these delays in writing checks, unless you intend to rely on your overdraft protection.

You waive the right to receive notice of dishonor of an item and authorize the Credit Union to pursue reasonable collection of a dishonored item.

You understand that in processing items deposited for collection through the electronic clearing system, we are not responsible for any information other than the MICR encoding, the payee bank identification, the payee, and the amount of the item.

The federal government and other entities that make erroneous payments to your Accounts may reclaim them. You agree that we can debit your Account for the amount of any reclaimed payment.

Transactions on your accounts and the parties to them are subject to screening against lists maintained by the U.S. Office of Foreign Assets Control and may be subject to other screening requirements imposed by governmental authorities. If applicable law subjects a transaction to blocking or prohibits the transaction, the transaction may not occur, or the funds associated with the transaction may be held and unavailable to you or other parties to the transaction. Transaction screening may delay availability of anticipated deposits. You agree that UNCLE CU will have no liability to you as a result of blocking or prohibition of transactions or delayed availability of funds that UNCLE CU in good faith determines to be necessary to comply with applicable law and regulation.

DIVIDEND PAYMENTS

Dividends can be paid only out of current income and available earnings, after required transfers to reserves at the end of the dividend period.

FEDERAL INSURANCE

Accounts at UNCLE Credit Union are federally insured by the National Credit Union Share Insurance Fund. Refer to the NCUA publication, "How Your Accounts are Federally Insured."

You can request a print copy at the Credit Union or go to <https://www.ncua.gov/files/publications/guides-manuals/NCUAHowYourAcctInsured.pdf>.

ACCOUNT OWNERSHIP AND AUTHORITY

The Business entity named on the Business Application owns all Accounts opened under the application and related member number. In the case of a sole proprietorship, the individual and the entity are one and the same. Every Authorized Person named on the Business Account Application and Agreement represents to the Credit Union that the corporation, general partnership, limited partnership, LLC, LLP or association exists and that each Authorized Person is authorized to transact any business relating to the Account as reflected on the Business Application and Agreement or any authorization limits to which we agree as to specific Authorized Signers. You agree to indemnify, defend and hold the Credit Union harmless from any liability we incur if the authority does not exist or is abused. The Business entity owning the Account agrees to be responsible for the actions or omissions of any Authorized Person. The individuals responsible for management and control of the Business acknowledge their obligation to properly monitor all Business Service activity.

Any change in account authorization, ownership, or access shall be submitted to UNCLE in writing in the format we require by the Account Administrator.

We do not offer accounts that require multiple signatures. If you indicate on your Business Membership Application or other documents that more than one signature is required for a withdrawal, this indication is for your own internal procedures and is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one Authorized Person (unless we have agreed to limit access tied to the access credentials used to generate the item, in which case we will be liable only for the amount by which the item exceed any limit to which we have agreed). We are not liable to you if we do this.

HANDLING OF ACCOUNTS UPON DEATH, DISABILITY, OR CESSATION OF ENTITY EXISTENCE

If the owner of a sole proprietorship Account dies, account proceeds pass to the deceased owner's estate. If the Credit Union has actual notice of the disability of the owner of a sole proprietorship Account, the Credit Union will follow the instructions of the person appointed by a court or valid power of attorney to handle the property of the disabled sole proprietor.

In all other cases, individuals listed as Authorized Persons on the Business Account Application are not joint owners with right of survivorship. Instead, the business entity continues to own the Account after the death or disability of an owner or Authorized Person. If one Authorized Person dies or becomes disabled, any remaining Authorized Person(s) can continue to conduct business on the Account. If a sole Authorized Person on a Business Account for an entity other than a sole proprietorship dies or becomes disabled, the Credit Union can follow the instructions of any person the Credit Union reasonably believes has authority to conduct business on the Account on behalf of the entity.

If a corporation, limited partnership, LLP or LLC is dissolved; the Credit Union will follow the instructions of any Authorized Person until the Credit Union has actual notice of the dissolution. Once the Credit Union has actual notice of dissolution, the Credit Union will follow the instructions of any person authorized by the dissolution documents with respect to distribution of Account proceeds and Account closing.

MINIMUM BALANCE; INACTIVE ACCOUNTS

Your business membership is conditioned on your maintaining in your Business Savings Account at least the minimum account opening balance. If for any reason your balance drops below this amount, you may be denied other Business Services. Access to Accounts with no member-initiated activity within a member number for more than a year may be restricted and require verification of the transaction that reactivates the Account.

Inactive accounts (with no member-initiated activity for more than one year) may be charged an inactive account fee. Please refer to the Fee Schedule.

ACCOUNTS ARE NON-TRANSFERRABLE

Except for Business Checking Accounts, all Accounts are non-transferable, other than on the books of the Credit Union. This means that you cannot transfer your Credit Union accounts to other ownership unless you complete documentation we require of you. Credit Union bylaws allow us to require you to give us 60 days' notice before you withdraw funds, except on Business Checking Accounts.

ERRORS AND UNAUTHORIZED TRANSACTIONS

Please read your statements promptly to be sure there are no errors. It is your responsibility to detect forged or altered drafts or unauthorized activity on your accounts. Compare the statement list of paid checks and other payments and withdrawals with your own records. The Credit Union will be responsible for any errors which we make due to our failure to exercise ordinary care, provided you notify us in writing within 30 days of date we mailed or made available to you electronically the statement containing the errors. We will not be liable for our mistakes if you fail to notify us within the 30-day period.

If we correct any error which we made, or accept any responsibility for a transaction, we have the right to collect the amount credited to your Account from anyone else who is responsible. Our crediting your Account will result in an automatic assignment to us of your rights to collect the amount from anyone else. You agree to provide reasonable cooperation with our collection efforts.

If we make an error in handling your account, our liability will be limited to the actual damages, not to exceed the amount of the transaction. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress, or exemplary damages due to a claimed reckless disregard of the consequence of our actions.

PERMANENT RECORDS

If you have a Business Checking, Business Money Market or Business Savings with electronic activity we will send you monthly statements recording all account transactions and charges. All active Business Accounts will receive statements not less often than quarterly. If your account is inactive except for the posting of dividends and fees, you will receive a statement at least annually. The statement will be sent to the business at the mailing address shown in our records.

You will not receive canceled checks. We can, however, provide copies of checks upon request. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or otherwise, or not collected by the member. If any mailed statements, vouchers, or notices are returned, undelivered, by the U.S. Mail, the Credit Union is authorized to destroy them.

ADDRESS CHANGES

You must promptly notify us in writing of any address changes.

CLOSING YOUR ACCOUNT

The Account Administrator may close a Business Account We have the right to close your account for any lawful business reason on 10 days written notice to you at your last known address. Any closing of your Business Accounts will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are on deposit to handle them.

Business Accounts in which there is no member-initiated activity for 12 months may be closed at our option. We will close accounts by mailing a check for the proceeds payable to you at your address in our records. If the check is not negotiated, it will escheat according to applicable law. Any account remaining open with no member-initiated activity for the statutory period will also escheat. Please refer to the "Escheat Policy" section of this Handbook.

Lawful reasons we can close your accounts include, but are not limited to, your failure to provide funds sufficient to pay the checks you write, a negative balance in your account, your failure to maintain current loan payments, your filing for bankruptcy relief, your misuse of the account for check "kiting" or other unlawful purpose, balance manipulation to take advantage of a "float," you're creating a loss to the Credit Union due to a charged-off loan or un-restored overdraft, or your failure to observe the conditions of any other agreement with the Credit Union.

Closing of your accounts by you or us will not relieve you of any obligations you have to us.

FEES, COLLECTION COSTS, DAMAGES

Our charges for special handling of any of your accounts are listed in the Fee Schedule. For the most part they cover our direct cost of special handling. In some instances they result from your failure to carry out your side of the agreement, such as not having enough money in your account to cover your checks. To the extent that our charges for handling such matters may exceed our costs, they are to be considered damages.

We are not giving up any right we may have under the law to recover any loss we sustain due to your failure to meet the terms of this agreement or other agreements you have with us.

ESCHEATMENT OF INACTIVE ACCOUNTS

If you have not initiated any transactions or correspondence on any accounts or loans you maintain with us, funds in your accounts may be subject to escheatment (turnover to the state). We may charge the maximum fee allowed by law for this process. In general, if your last known address was in California, or in a foreign country, funds will escheat according to California law. You will receive a warning required by law that your accounts may escheat unless your total balances with the Credit Union are less than any minimum provided for in California law. If your last known address is in another state, escheat will depend on the laws of that state.

TYPES OF ACCOUNTS

Business Savings Account.

You may open a Business Savings Account with the required minimum deposit specified in our Bylaws. This balance must be maintained in a Business Savings Account to maintain your active Credit Union Business Membership. Dividend rates and yields will depend on your balances and may be changed at any time at the Credit Union's sole discretion.

Business Money Market Account

Ask a Credit Union representative about availability of and requirements for opening a Business Money Market Account. Dividend rates and yields are typically higher than on the Business Savings Account. If at any time your balance falls below the required minimum, the account will be closed and the funds transferred to your Business Savings Account. This Account may be subject to Federal Reserve Regulation D and no more than six (6) non-personal withdrawals are allowed per month.

Business Share Certificate Account

Ask a Credit Union representative about the availability of and requirements for opening a Business Certificate Accounts. Term length, dividend rate, dividend posting schedule and yield are set when the Certificate is opened and will depend on the term selected. After the Certificate is opened, additional deposits cannot be made until the account matures and is renewed. When available, dividends can compound, be transferred automatically to another Business Account you have, or withdrawn. The yield quoted when you open your Business Certificate will, however, assume that accrued and credited dividends remain in the Account through maturity.

Business Certificate Accounts renew automatically at maturity. The Credit Union will send you a maturity and renewal notice that will tell you the maturity date, the term, the current dividend rate and whether the certificate balance will be disbursed to your Business Savings Account or renew at maturity. If the certificate will renew, the Certificate balance, including accumulated dividends, will renew as a new Certificate on the maturity date at the dividend rate the Credit Union is then paying for Business Certificate Accounts of the renewal term. The dividend rate that goes into effect at renewal may be different from that shown on your maturity and renewal notice. You can call 1-800-348-6253 on the renewal date to confirm the dividend rate that will apply. Otherwise, the certificate balance at maturity will be transferred to your Business Savings or Business Checking Account. If you wish to close the Certificate, maintain the Certificate for a different term than what is indicated on your renewal notice, or add funds to the Certificate, we must receive your notice within the grace period that follows maturity. To add funds to the Certificate, notify us and either send us a check for the funds you wish to add or tell us the Business Account from which you want us to transfer the funds. We must hear from you prior to the end of the grace period to add funds to your Certificate.

Any withdrawal of the principal opening deposit before maturity (unless it occurs during the grace period that follows a Certificate renewal date) will result in an early withdrawal penalty. The penalty will be 90 days' dividends on Certificates with terms of one year or less. The penalty will be 180 days' dividends on Certificates with terms of more than one year. The penalty may invade principal. Early withdrawal penalties will be waived for any reason that the law establishes as a valid condition for the waiver of a penalty, including the following: (a) within one year of the Credit Union's merger with another federally insured financial institution, if the merger results in your losing federal account insurance coverage that you could have kept if you had been able to continue to maintain certificates in two separate institutions, (b) in the case of sole proprietor and general partnership accounts, in the event of the death of one of the owners, or (c) if a court declares an owner legally incompetent.

Business Checking Accounts.

You may open a Business Checking Account with any initial deposit shown on the Business Fee Schedule. Monthly service fees and transaction fees are shown on the Business Fee Schedule.

The Credit Union does not return original checks or check copies with your statements. Your monthly statement will show all transactions on all of your accounts, including your Business Checking Accounts. Copies of original checks are available. Please refer to the Business Fee Schedule.

Overdrafts can be covered by transfer from your Business Savings or Business Money Market Account or, if you are approved, from a linked Line of Credit.

Refer to the Business Fee Schedule for information about fees for services such as check printing and special handling charges such as stop payment fees.

3. Other Accounts and Services for Business Owners and Employees.

Individual owners and employees of your business and their immediate family members may be eligible for membership in the Credit Union. Ask any Credit Union representative or visit our web site (www.unclecu.org) for full membership eligibility rules. We offer a wide range of savings, checking and loan products that represent great value to our members. Our Business Membership Services Department will be happy to work with you on ways to help you discover all the benefits of Credit Union membership.

ADDITIONAL BUSINESS CHECKING ACCOUNT TERMS

The following additional terms apply to your Business Checking Account.

1. Transactions.

We will make payments on checks drawn on available funds in your Business Checking Account when signed by any Authorized Person.

Withdrawals can also be made with a PIN and a Credit Union VISA® Debit Card or ATM Card from any ATM or POS terminal that displays the logos printed on the card, or via ACH, via, audio response, or via Remote Banking. A Debit Card can also be used to make PIN- or signature-based payments from your Business Checking Account to participating merchants worldwide. The use of ACH, audio response, a VISA® Debit Card, or Remote Banking to access your Business Accounts is subject to the ELECTRONIC SERVICES section of this Business Handbook.

2. Endorsements and Other General Policies.

We have the right to honor only completed, signed, and endorsed checks, on blanks printed by us or another approved check-printing company, and purchased by you for your use. We operate, however, in an automated processing environment, and will not be liable to you for honoring checks that are not properly completed

and signed unless you report the problem to us within 30 days after we send you the statement on which the check appeared.

Spoiled checks should be destroyed or, if retained, disfigured. The carbon copy in the checkbook should be marked "void."

We have the right to refuse to cash checks drawn on your account and payable to third party non-members until the payee's bank verifies or guarantees their endorsement.

3. Laws, Regulations, and Procedures.

In handling Business Checking Account transactions, we will be governed by the Uniform Commercial Code, Federal Reserve Board regulations applicable to business accounts, and Credit Union procedures, as changed from time to time.

4. Overdraft Protection.

You can request that the Credit Union provide overdraft protection for your Business Checking Account. Select the sources to be accessed by completing and signing the appropriate section of the Business Application. Your completion of this section binds you to the terms and conditions applicable to the selected overdraft protection as set forth herein. Lines of Credit are subject to credit approval.

If any Authorized Person writes a check or initiates another payment transaction that causes your Business Checking Account to be overdrawn, the Credit Union will pay the check or other transaction by either (a) advancing funds from your Line of Credit to your Checking Account, or (b) transferring funds from your Business Savings or Business Money Market to your Checking Account. Any transfer or advance will be in an amount sufficient to pay the item plus any fee shown in the Business Fee Schedule. If neither available funds nor overdraft protection are available, the item will be returned NSF or declined. If we return NSF or decline the item, the NSF fee will be assessed. If we pay the overdrafting item the "Overdraft Fee" will be assessed. See the Fee Schedule.

Each overdraft protection transfer from a Business Savings or Business Money Market is considered one nonpersonal transfer. Each item presented for payment on your Business Checking Account when you do not have sufficient funds will result in a separate overdraft protection transfer if sufficient funds are available in the Savings or Money Market Account. If your Business Savings or Business Money Market Account has reached a total of six non-personal transfers in a month, further transfers for overdraft protection may not be available for the remainder of the month. We also will not make any transfers from a Business Savings Account that would result in the balance falling below the required minimum balance.

No overdraft protection advances will be made from Lines of Credit that do not have sufficient available credit or that are closed to advances. We can close Lines of Credit to advances if you are in default on your payment obligations to us, if you are in default on any other term of the Line of Credit Agreement, or if we reasonably believe your financial condition has materially declined for any reason. Lines of Credit may also be closed in emergency circumstances, if you report to us the loss, theft or other potential unauthorized use of devices that can access them, or if any borrower or co-signer on the Line of Credit asks us to do so. We provide notice required by law if we close a Line of Credit to advances.

We also have the right, at our sole discretion, to pay an item that overdraws your Business Checking Account even if you do not have either available credit on a line of credit from which you have established overdraft protection or available funds in an account you have designated as an overdraft protection source. If we do pay such an NSF item, we will charge you the Paid Overdraft Fee shown on the Business Fee Schedule. We are never obligated to pay such items. If our paying an NSF item results in a negative balance in your checking account, you must immediately deposit funds to restore your account to a positive balance upon our written demand.

At our option, we have the right to automatically redeposit NSF checks without notice to the parties.

We also have the right to offset an overdrawn account balance with the proceeds of any other account in which the business or any personal guarantor of the business's obligations has an interest.

Unless you set up and maintain in good standing overdraft protection sources, the Credit Union can close your Business Checking Account without prior notice for repeated overdrafts.

5. Stop Payments.

You can stop payment on any check drawn on your account before the check clears by notifying us orally or in writing. We will not implement a stop payment unless you provide the account number, check number, and exact amount of the check so that we can make an effective search. We can require you to follow up oral notice with a written stop payment confirmation within 14 days. If you do not comply with our request for written confirmation, the stop payment request will be suspended. Stop payment requests will be processed promptly, but the Credit Union will not be responsible for a check that is paid between the time we take your request and the time we are able to process the request. Written stop payment orders are valid for six months, unless you renew them in writing before the end of the six-month period. If you wish to release a stop payment order, you must complete a stop payment release form.

If we fail to carry out a timely and accurate stop payment request, we are not required to reimburse you if the check we paid over your stop payment request discharged a valid obligation of yours. If we do reimburse you for our failure to execute a timely and accurate stop payment request, our payment to you will automatically assign to us any claims you have against the payee of the check. You agree to cooperate in our efforts to collect from the payee or any third party the amount of any check we pay over your valid and timely stop payment request

You agree to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses we incur as a result of acting on a stop payment order.

Stop pay requests will not be honored on Credit Union cashier's checks or money orders. However, you may be able to apply for a refund for a lost, stolen, or destroyed Credit Union Credit Union check or money order in certain limited circumstances.

Stop payment requests are subject to a fee. See the Business Fee Schedule.

6. Post-Dated and Stale Dated Checks.

We will not be liable for paying a post-dated check presented for payment before its date. We are not required to pay checks that are more than six months old but will have no liability if we do pay them.

7. Pledge of Funds Limitation.

Funds deposited in your Business Checking Accounts cannot be pledged as security for any loan. They are, however, subject to our Right of Offset.

8. ACH Conversion of Checks

Merchants and others to whom you write checks may convert them to ACH entries. Generally, you must be given notice before this can happen, and certain restrictions apply.

CASHIER’S CHECKS

If you obtain a check drawn on the Credit Union (“cashier’s check”), the Credit Union is, under normal circumstances, guaranteeing the payment of the check. For that reason we cannot honor stop payment requests, and we will only accept a replacement or refund request on a written declaration made under penalty of perjury that the check was lost, stolen, or destroyed before it was negotiated. When you request the original Cashier’s Check, you are called the “purchaser,” and the person to whom the check is payable is called the “payee.” Depending on the circumstances in which you request refund or replacement, the Credit Union can require a declaration under penalty of perjury from the purchaser alone or from both the purchaser and the payee.

If the Credit Union receives a request for a refund or replacement request for a lost, stolen, or destroyed cashier’s check after the cashier’s check has cleared, no refund or replacement will be issued, and the Credit Union will not be responsible for the loss.

If the Credit Union replaces or refund a lost, stolen, or destroyed cashier’s check, the Credit Union will not be responsible for any loss resulting from paying the original item if the Credit Union determines, in our reasonable opinion, that the Credit Union is required to pay the item. The Credit Union reserves the right not to issue a reimbursement or replacement until 90 days after the date of the cashier’s check. If the Credit Union issues a refund to the purchaser or issues a replacement item, the Credit Union is generally discharged from further liability. If a holder in due course presents the original check, the purchaser or payee must pay the amount of the original check to the holder in due course or to the holder’s financial institution, or to the Credit Union if the Credit Union is required to pay the item to the holder in due course or the holder’s depository financial institution.

Fees for cashier’s checks, and for processing replacement/refund claims, are shown in the Business Fee Schedule.

LEGAL PROCESS AGAINST YOUR ACCOUNTS

When the Credit Union is served with garnishments, levies or other legal claims on your accounts, the Credit Union has the right to freeze the accounts and turn over funds to the third party or the agent of the third party asserting the claim. The Credit Union will not incur liability to you for complying with any lawful claims against your accounts unless the Credit Union complies with the claim after we have been notified that you have taken the necessary legal steps to stop us from doing so.

You agree to defend, indemnify and hold the Credit Union harmless against any third-party claims that arise if the Credit Union honors checks or other withdrawal requests on your account while a third-party claim against your account is pending.

Fees for handling legal process against your accounts are shown in the Business Fee Schedule.

BACKUP WITHHOLDING

The Credit Union has the right to withhold, and in some cases may be required to withhold, amounts required by federal or state tax laws from withdrawals if you, the Internal Revenue Service or another tax collecting

authority advise the Credit Union that you are subject to backup withholding or if you fail to give the Credit Union your correct taxpayer identification number.

ESCHEAT POLICY

Depending on the laws of the state in which your business is located, your accounts may be subject to escheat if you do not initiate any activity for the time period specified by your state's law. The following are not considered activity initiated by you: posting of dividends, assessment of fees, mailing of statements. The Credit Union will send you any notice required by law before escheating your accounts. To avoid escheat, you can initiate any deposit or withdrawal transaction or write to the Credit Union to confirm your interest in the account.

FUNDS AVAILABILITY POLICY

Summary of Your Ability to Withdraw Funds at the Credit Union

When you deposit an item (such as a check) drawn on another U.S. financial institution, there is always a time delay before the item reaches the institution on which it was drawn and we receive payment. For this reason, the Credit Union sometimes will not allow you to immediately withdraw the money represented by these items. The delay in availability of your funds, if there is one, is counted in business days from the day of your deposit. Business days are every day except Saturday, Sunday and federal holidays. Business hours are posted at each office and deposit cut-off hours are posted at each ATM that accepts deposits to UNCLE Credit Union accounts. If you make a deposit after hours on a business day or on a non-business day, the next business day is considered the day of your deposit.

Same-Day Availability

- 1) Electronic direct deposits.
- 2) Cash.

The following items will also be available the same day if payable to the business and deposited into the business account:

- 1) U.S. Treasury checks.
- 2) Wire transfers.
- 3) Checks drawn on UNCLE Credit Union.

The following items will be available the next business day if deposited into the business account in person to a teller, or the second business day if not deposited in person to a teller (to an ATM, for example).

- 1) California state, county, city or public agency checks.
- 2) Cashier's, certified and teller's checks.
- 3) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders.

Other Check deposits

Also see special rules below for deposits at other credit unions in our shared branch network.

If we impose a delay on other checks, we make funds from such checks available as follows:

The first \$225 from a deposit of such checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit an "other" check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check drawn on another financial institution for you, we may hold an equal amount of funds that are already in your account. Those funds will be available when funds from the check we cashed would have been available.

Special Rule for Deposits (of all kinds) at Shared Branches

This applies to deposits you make at other credit unions in our shared branch network.

If you make your deposit in person to a teller or in an in-branch deposit drop box prior to the posted cutoff time at a shared branch, the first \$225 of any deposit and all funds from any cash deposit will be available immediately. The next \$5,300 of funds from a U.S. Treasury check will be available the next business day. The next \$5,300 from the following items will be available the second business day: (a) checks drawn on California state and local governments; (b) cashier's, tellers and certified checks; (c) U.S. Postal Money Orders; (d) Federal Home Loan Bank and Federal Reserve Checks; (e) traveler's checks, and (f) other checks. If you deposit more than \$5,525 at a shared branch and we will be placing a longer hold on the portion of the deposit that exceeds \$5,525, we will notify you in writing.

ATM Deposits

The first \$225 of funds from deposits you make at a Credit Union ATM or at any ATM on a network in which the Credit Union participates in taking deposits will be available immediately. If the deposit was made at an ATM UNCLE Credit Union does not own or operate, the remaining funds may not be available until the fifth business day after the day of your deposit. If you make a deposit at our Credit Union ATM (all ATMs the Credit Union owns or operates are identified as our machines) before 3:00 PM. on a business day, the remaining funds will be available on the following business day. If you make a deposit at a Credit Union ATM after 3:00 PM on a business day, or on a weekend or holiday, the remaining funds will be available as if you had made the deposit on the following business day.

Longer Delays May Apply

The Credit Union may choose to delay availability for a longer time. If so, you will be notified in writing and told when funds will be available. If the decision is made after you left our branch, or if the deposit is not made in person to a credit Union employee, the notice will be mailed to you the day after the deposit was received.

If you need your funds right away, ask a Credit Union representative when the deposit will be available.

Availability of funds can be delayed for any reasonable amount of time, generally not more than six business days, if

- 1) We reasonably believe a check you deposit will not be paid.
- 2) You deposited more than \$5,525 worth of checks in one day.
- 3) You have overdrawn your account repeatedly in the last six months.
- 4) You redeposit a check that has been returned unpaid.
- 5) There is an emergency, such as failure of communications or computer equipment.

Special Rules for New Accounts

If you are a new Member, the following special rules apply during the first 30 days your account is open.

The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit.

Funds from wire transfers will be available on the first business day after the transfer is received. .

Funds from deposits of cash and the first \$5,525 of a day's total deposits of cashier's, certified, tellers, travelers and California 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 your business. The excess over \$5,525 will be available on the

ninth business day after the day of your deposit. If you do not make the deposit in person to a Credit Union employee, the first \$5,525 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 ninth business day after the day of your deposit. If the Credit Union chooses to accept a check as your agent for collection rather than to deposit it, these delay limits don't apply. The money will be posted to your account when it is received.

Location of Check Endorsements

Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge on the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that do not comply with the endorsement standards.

WIRE TRANSFERS

The Credit Union can process wire transfers from your Business Accounts and will carry out your written instructions. The Credit Union can also receive wire transfers for you. Wire transfers are subject to the terms of Federal Reserve Regulation J, and Article 4A of the Uniform Commercial Code.

If we receive a wire transfer on your behalf, our responsibility is to carry out the terms specifically as transmitted by the sending financial institution, including any specific security procedure.

The Credit Union will not be liable for damages to you or a third party, if we carry out the written wire transfer instructions that we receive in a reasonable manner. If a specific account type is not indicated, wired funds that we receive are posted to your Business Checking Account, or to your Business Savings Account if you do not have a Business Checking Account. It is your responsibility to verify that expected funds are posted to the correct account.

The Credit Union can rely on any account or routing numbers furnished by you as a sender, or any numbers transmitted with a wire transfer from another financial institution to you. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfer proceeds.

Any efforts the Credit Union makes to supply or correct names, account numbers, routing numbers or other information in sending or receiving wire transfers for you are made as an accommodation to you only, and you agree to defend, indemnify and hold us harmless from any claims, damages or liability resulting from our efforts.

The Credit Union will not be liable for indirect, consequential or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that such damages may occur. Our maximum liability will be the amount of the wire transfer.

In sending wire transfers for you, we will follow security procedures. You must make your request in person, we may require photo identification. We may call you back at your telephone number in our records to confirm the request.

All wire transfers are subject to screening and will be blocked or prohibited if required by applicable law.

Unless we tell you otherwise, our cut off time for wire transfers is 1:00 p.m. on a business day.

If you initiate an outgoing wire to a recipient outside the United States, special terms applicable to the transfer will be disclosed to you at the time.

ELECTRONIC TRANSFERS

Introduction

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your account that are initiated electronically. The Credit Union offers the following EFTs on business accounts: VISA® Debit Cards (if a Business Checking Account is established), ATM Cards, Audio Response, Remote Banking (including Bill Payer and Mobile Banking), and ACH transfers (including electronically converted checks).

Electronic payment systems may not be used for illegal purposes such as illegal online gambling. Attempted illegal transactions may be blocked.

Fees

Fees for EFTs are shown in the current version of the Business Fee Schedule. Fees that merchants and other financial institutions charge for EFTs are subject to notice or agreement between you and such merchants or institutions.

Access Devices and Access Credentials

At the Account Administrator's request, we will issue one or more VISA® Debit Cards and PINs which your Authorized Persons can use to access your Business Checking Account. A Debit Card may be called an "Access Device." The Account Administrator may request different Debit Card transaction limits for different Authorized Persons or may request that all Authorized Persons have the same Debit Card transaction limits. The name of the individual Authorized Person to whom each Debit Card is issued will be embossed on the Card along with the Business name. The Authorized Person will need to enter the PIN associated with the Debit Card for all Debit Card transactions except merchant signature transactions.

At the Account Administrator's request, we will issue an Access Credential for Audio Response Telephone Banking. The Audio Response Access Credential will be a passcode only.

At the Account Administrator's request, we will issue one or more sets of Access Credentials which your Authorized Persons will be able to use Remote Banking. Each Authorized Person will receive unique Access Credentials. The Account Administrator may request different Remote Banking transaction limits for different Authorized Persons or may request that all Authorized Persons have the same Remote Banking access limits. Remote Banking Access Credentials will consist of a username and passcode.. We may at our option require Authorized Persons to whom Access Credentials are issued to set up a series of challenge questions and responses.

Initial Debit Card PINs and Audio Response and Remote Banking passcodes are randomly generated. We do not keep records of them. Authorized Persons may change their Debit Card PINs and Access Credentials by visiting any Credit Union office. Authorized Persons may also change their Remote Banking passcodes using a computer by following the procedure within the Credit Union's secure Online Banking platform.

The Business is responsible for the security of all Debit Cards, PINs, and Access Credentials issued to Authorized Persons and monitoring the transaction activity of Authorized Persons. We are entitled to assume that any transaction initiated using Access Credentials issued to an Authorized Person or using a Debit Card with a PIN is authorized by the Business, except for Debit Card signature transactions, responsibility for which is set forth below.

Do not give a Debit Card to any person, or give your Debit Card number or Access Credentials to any person unless you want that person to be able to conduct all transactions on your Accounts. Any person to whom any Authorized Person voluntarily gives a Debit Card or Access Credentials is considered authorized to conduct all transactions on your Accounts that you could conduct yourself, even if they exceed the scope of permission you give them to use your Accounts.

Except for merchant signature transactions, EFTs will not be processed if your PIN or Access Credentials are not entered correctly.

Liability for Unauthorized EFTs

You will generally be liable for all unauthorized EFT activity on your Business Accounts unless the unauthorized use is the result of the Credit Union's negligence or misconduct. Your failure to maintain the security of your Debit Card or Access Credentials or failure to adequately supervise your Authorized Persons may result in your losing all of the money in your Business Accounts, plus the limit of any line of credit linked to your Checking Account for overdraft protection. You can use Remote Banking or Audio Response to monitor activity on your Business Accounts. These services are generally available 24 hours a day, seven days a week. If you detect unauthorized activity on your Business Accounts, you learn that an access device is lost or stolen, or you believe that an unauthorized person may be able to conduct unauthorized EFT activity on your Accounts, notify us immediately by calling 800.348.6253 or visiting any credit Union office during business hours, and we will deactivate EFT access to your Business Accounts. It may take up to 72 hours for us to deactivate EFT services if you notify us outside business hours.

VISA®'s "Zero Liability" rule applies to your UNCLE CU business debit cards. To benefit from this protection, you must report unauthorized card use immediately. Zero Liability does not apply to PIN-based transactions, ATM transactions, or transactions not processed by VISA®.

We will be responsible for unauthorized EFTs on your Business Accounts only (a) consistent with VISA®'s Zero Liability rule, (b) if we fail to enforce an access or transaction limit to which we have agreed on a Debit Card or Access Credentials, or (c) the unauthorized EFT results from our negligence or misconduct. You are solely responsible for overseeing the use and dissemination of EFT Access Devices and Access Credentials by your Authorized Persons. Any person to whom an Authorized Person voluntarily gives or negligently makes available an Access Device or Access Credentials is considered authorized by you to conduct all EFT activity that the Authorized Person associated with the Access Device or Access Credentials could conduct.

Availability of Funds to Cover Transactions

All transactions are subject to the availability of funds in the accounts you designate for EFT transactions. Overdraft protection, if you have requested and been approved for it, is available only on Checking Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer or withdraw funds, or if a merchant has placed a hold on funds in your accounts, you cannot transfer or withdraw the funds until the hold expires.

Nonetheless, situations may arise in which you are permitted to make EFT transfers or withdrawals that you do not have available funds or overdraft protection to cover. We will not incur any liability to you for permitting such transactions, and you will be responsible for restoring any resulting negative account balances.

Depending on the Access Device and/or Access Credentials used,

Availability of EFT Services

EFTs services are generally available for your use seven (7) days a week, 24 hours a day. However, please understand that Remote Banking, ATM machines, Audio Response and other EFT service systems must periodically be shut down for routine maintenance, inspection, or repair. Emergency circumstances may result in extended delays in availability of EFT services.

Termination of EFT Services

You can terminate EFT services any time by sending the Credit Union a written request.

The Credit Union can terminate your EFT services for any lawful reason, with or without notice to you. Examples of reasons the Credit Union may terminate EFT services include but are not limited to (a) your failure to meet your obligations to the Credit Union; (b) your bankruptcy; (c) the Credit Union's receipt of notice that the security of a Debit Card or Access Credentials has been compromised; (d) emergency conditions; or (e) termination becoming necessary to avoid compromising the security of Credit Union systems.

Any Debit Card the Credit Union issues remains our property and must be surrendered to us upon demand.

Our Responsibility for Following Your Instructions

The Credit Union will not be held liable for failure to complete your EFTs:

1. If, through no fault of the Credit Union, you do not have available funds or overdraft protection to complete the transfer.
2. If your account is closed or your account is "frozen" because of a court order or some similar legal action.
3. If the transfer would cause you to exceed the number of overdraft transfers you are permitted to make in a month.
4. If you are in breach of any agreements you have with the Credit Union.
5. If we have reason to believe the transaction in question may be unlawful.
6. If you, or Authorized Person, or anyone you allow to use your EFT devices, commits any fraud or violates any law or regulation.
7. If the ATM, merchant terminal, Audio Response System, or Remote Banking system is not working properly and you are aware of the breakdown when you start the transaction.
8. If the ATM you are using does not have enough cash to complete the transaction.
9. If circumstances beyond the Credit Union's control (such as fire, flood, telephone line disruption, computer breakdown) prevent the transfer.

In no event will the Credit Union be liable for consequential, indirect or punitive costs or damages resulting from our failure to complete your transactions.

The Credit Union will carry out instructions we receive via EFT systems as long as the person providing the instructions presents the Card and/or Access Credentials. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify and hold the Credit Union harmless from all costs, claims, damages, or liability that we sustain as a result of following your instructions, as long as there is no gross negligence or intentional misconduct on our part.

Debit Card

Card Use: Authorized Persons can use a Debit Card, up to the transaction limits set for them by the Account Administrator:

1. With the PIN in merchant POS terminals displaying the logos printed on the Debit Card to pay for goods or services. Some merchants may allow you to receive cash back. Any merchant fees associated with Debit Card use will be deducted from your Business Checking Account along with the purchase amount.
2. With the PIN at ATMs displaying the logos printed on the Card to withdraw cash and transfer funds between the Business's UNCLE Credit Union Accounts. Authorized Persons can also use a Debit Card to make deposits to the Business's Credit Union accounts at ATMs we own or operate and at ATMs on networks in which we participate.
3. For signature transactions at merchants and financial institutions that honor Debit Cards. Any merchant fees associated with Debit Card use will be deducted from the Business Checking Account along with the transaction amount.

Authorized Persons initiating in-person Debit Card transactions will generally get a receipt unless the transaction falls below any minimum amount established by VISA® operating rules for providing receipts, they elect not to get a receipt, or they are notified in advance that receipts are unavailable. Receipts should be retained to verify monthly account statements. If no receipt is provided for a transaction, the only documentation may be the monthly statement.

Checking Terms Applicable to Debit Card Use: Merchant POS and signature transactions using the Debit Card will generally be treated as if you had written a check and will be governed by the terms of the Checking Account agreement. Please be aware:

1. We can deduct Checking Account debit transactions in any order we determine consistent with applicable law. If you do not have sufficient funds or overdraft protection to cover all transactions, we may honor checks but not Debit Card transactions, or vice versa.
2. We cannot honor stop payment requests on Debit Card transactions.

Your rights to dispute Debit Card merchant transactions are limited to those provided to business cardholders by VISA® Card operating rules, if any.

Conflicting Terms: Although other documents you may receive when you initiate transactions with your Debit Card, such as sales receipts, may have contract terms printed on them, your Debit Card agreement with the Credit Union is limited to the terms in this Agreement plus your Business Checking Account Agreement and any overdraft protection agreement applicable to your Business Checking Account.

Foreign Debit Card Transactions: Debit Card withdrawals, purchases, and cash advances processed by the merchant or financial institution in foreign countries or in foreign currencies (other than U.S. military bases, U.S. embassies, or U.S. consular facilities) will be billed to you in U.S. dollars. For remote transactions, the Authorized Person is responsible for determining whether the transaction will be processed in the U.S. or outside the U.S. The currency conversion rate for international transactions is a rate selected by our card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, we may charge you a Foreign Transaction Fee of 2% of the settled transaction amount in U.S. dollars for all Debit Card transactions processed by the merchant or financial institution in a foreign currency or in a foreign country, whether the transaction is processed in a foreign currency or U.S. Dollars.

Merchant Credits: Merchants and others who honor the Visa® Debit Card may give credit for returns or adjustments. When we receive a credit from the merchant or other entity, we will credit your Business Checking Account for that amount.

Merchant Transaction Account Holds: Please be aware that in some cases, there may be duplicate holds on your Business Checking Account for Debit Card transactions. For example, a restaurant may obtain an authorization for a meal purchased before you add the tip, and then put a second charge through after you have added the tip. You will not ultimately be double-charged, but until the final transaction clears, both authorizations may be on your Account, and your available balance reduced accordingly. We generally cannot remove these authorizations without written assurance from the merchant that a specific authorized transaction will not post.

Unlawful Transactions Prohibited: You agree that you and your Authorized Persons will not use or permit others to use your Debit Card for any illegal transactions, such as unlawful online gambling. If you or any Authorized Person use or permit use of your Visa® Debit Card for a purpose that is inconsistent with the terms of this agreement, you cannot claim that the purpose of the use is a defense to your obligation to pay the amount of the transaction.

ATM Safety: Ensure that Authorized Persons to whom Debit Cards are issued are aware of the following suggestions for safe ATM use:

1. Be aware of surroundings, particularly at night.
2. Consider having someone accompany the person using an ATM after dark.
3. Put cash away as soon as the transaction is complete. Do not display it. Count cash later in the safety of a vehicle, home or office.
4. Do not use any ATM where suspicious activity appears to be occurring. Come back later or use another ATM.
5. If, while transacting business at the ATM, anything suspicious occurs, cancel the transaction by pushing the “cancel” button on the ATM, put the Debit Card away, and leave immediately.
6. Immediately report all crimes involving UNCLE CU ATM activity to UNCLE CU and to local law enforcement officials.
7. Do not leave receipts at the ATM.

The Credit Union may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, ATM sites are not subject to our control. You assume the risk of using them, since the Credit Union does not in any way warrant the security or safety of any location. The Credit Union is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of the Credit Union regarding your use of ATMs

Audio Response Automated Telephone Banking

Using Audio Response: An Authorized Person may use the Credit Union’s Audio Response service together with your passcode to:

- 1) Transfer funds between the Business’s Savings, Checking and Money Market accounts.
- 2) Find out balances on the Business’s Savings, Checking and Money Market accounts.
- 3) Find out the balance and maturity date of any Business Certificate Accounts
- 4) Find out if a check has cleared the Business Checking account within the last 30 days.
- 5) Find out the amount of the last checking account withdrawal.
- 6) Find out the amounts of the last three checking account deposits.
- 7) Find out the amount of the last direct deposit.
- 8) Find out the Business’s loan and line of credit balances.
- 9) Find out the Business’s last dividend amount.
- 10) Transfer funds from the Business’s regular share account or checking account to make payments on the Business’s UNCLE loans.

Availability: Audio Response is generally available 24 hours a day, seven days a week, though the system may occasionally be down for maintenance or repair. Please be patient if this occurs.

Transfer Limits: Audio Response transfers out of Business Savings or Business Money Market accounts count toward the six-per-month limit on non-personal transfers and withdrawals (see “Deposits and Withdrawals” above).

Remote Online Banking

UNCLE CU’s Remote Banking Services for businesses include Online Banking accessed via personal computers and Mobile Banking accessed via mobile devices such as smartphones or tablets.

Use of Online Banking. Using a computer with Internet access and Access Credentials, you can

- 1) Review up to 24 months of Business Account transaction history;
- 2) Check the Business’s account balances;
- 3) Transfer funds among the Business’s Credit Union accounts;
- 4) Take Credit Union Business line of credit advances in the form of a transfer from the Business line of credit to a Credit Union account of the Business
- 5) With the necessary loan information, transfer funds to pay any UNCLE Credit Union loan;
- 6) With the necessary account information, transfer funds to any UNCLE Credit Union account;
- 7) With the necessary account information, transfer funds on a one-time or recurring basis to accounts you or third parties maintain outside UNCLE Credit Union, such as to banks or brokerage firms.

- 8) Use the Bill Payer service to
 - (a) pay bills automatically without writing checks. You can either automatically pay a set amount to a creditor on a specific day each month or set up a payment account for a creditor but manually set the date and amount of each payment. You can change or cancel any payment that has not started processing. You may be required to give us any change or cancellation instructions at least four business days before the payment is scheduled to be received by the payee.
 - (b) Initiate person-to-person payments to persons for whom you have an e-mail address or mobile telephone number.

Use of Mobile Banking: Using a mobile device with Internet Access and Access Credentials, you can conduct all of the same transaction as on Online Banking except that account history will be available for 12 months instead of 24 months.

Availability: Audio Response is generally available 24 hours a day, seven days a week, though the system may occasionally be down for maintenance or repair. Please be patient if this occurs.

Transfer Limits: Remote Banking and Bill Payer transfers out of your Business Savings or Business Money Market Accounts count toward the six-per-month limit on non-personal transfers and withdrawals (see “Deposits and Withdrawals”). Outgoing transfers are limited to funds available in your accounts plus any overdraft protection with available funds or credit. Different Authorized Persons may have different transaction limits linked to their Access Credentials, as set by the Account Administrator. The Account Administrator is responsible for communicating transaction limits to Authorized Persons.

Additional Bill Payer Information: When you use Bill Payer, follow the instructions provided when you log into the platform. Be sure you input accurate information about your payees and accounts. It may take five to seven days after the date you schedule your payment for it to reach the payee. Have sufficient available funds or overdraft protection on the date your payment will be sent. Allow adequate time for your payment to reach the payee. We are not responsible for late payment fees unless your late payment is solely the result of our failure to follow your timely and accurate instructions.

Preauthorized (ACH) Transfers

You can preauthorize the Credit Union to make direct deposits into (ACH credits) or automatic payments out of (ACH debits) your accounts automatically. Preauthorized ACH debits must be authorized in writing.

Preauthorized transfers are handled through the ACH (Automated Clearing House) system. They are subject to California law, the rules of the National Automated Clearinghouse Association (NACHA), local ACH rules, Article 4A of the Uniform Commercial Code, Federal Reserve Bank Operating Circulars, and federal regulations.

We reserve the right to reverse erroneous ACH deposits to your Accounts without advance notice to you, although your statement and account history (available through Audio Response or Remote Banking) will reflect such reversals.

If a reversal of an erroneous deposit or a deduction of a credit on which we do not receive final settlement results in a negative balance in your Account, you will be indebted to us and our Right of Offset and right to recover Collection Costs will apply.

If an ACH payment is reversed, the party making the payment will be deemed not to have made, and the party receiving the payment will be deemed not to have received, the payment.

You can call the Credit Union at 800-348-6253 or review your account through online banking to find out if we have received or sent ACH transfers. If payments out of your account will vary, the payee is required to give you advance notice, unless you agree that you will receive notice only if payments vary by more than a specified amount.

ACH transfers and payments out of Business Savings or Business Money Market accounts count toward the six-per-month limit on non-personal withdrawals.

To stop an ACH payment out of your account, you must notify us at least three days before the payment is scheduled to occur. We can ask you to confirm an oral request in writing. If we do this and you do not confirm the request in writing, the stop payment request will lapse after fourteen days. We will not be liable for our failure to stop an ACH payment unless it results from our negligent or intentional failure to follow your timely and accurate instructions.

Payees of your checks, such as merchants, may convert checks you write to electronic payments. Payees of your checks may also re-present dishonored checks through the ACH system.

HOW TO CONTACT US

UNCLE By Telephone:

925.447.5001

Toll-free: 800.34UNCLE (800.348.6253)

Report Lost or Stolen Debit Cards After Hours: 925.447.5001

Report Lost or Stolen Credit Cards After Hours: 925.447.5001

By E-mail:

info@unclecu.org

DO NOT use e-mail for urgent messages such as lost or stolen cards.

By Writing:

UNCLE Credit Union

Attn: Member Services

2100 Las Positas Court

Livermore, CA 94551

WHAT TO TELL US IN CASE OF ERROR OR INQUIRY

- Your name
- Your account number
- The date of the questioned transaction
- Any transaction number associated with the transaction, such as a check number
- The dollar amount of the suspected error
- A description of the error or transaction you are not sure about
- Your explanation, if you can provide one, of why you believe there is an error

If you need more information about a transaction, ask us for clarification.

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