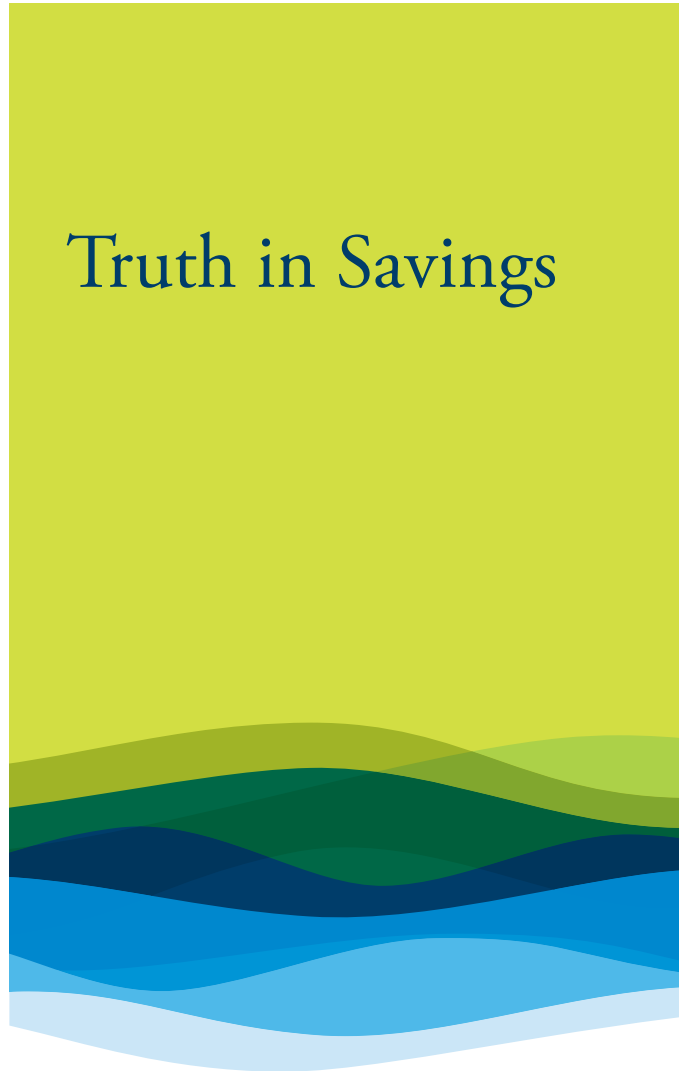


# Truth in Savings



About your Credit  
Union Accounts

**CoastHills**  
Another great day.

# Table of Contents

<b>INFORMATION REGARDING MEMBER IDENTIFICATION .....</b>	<b>1</b>
<b>GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS.....</b>	<b>1</b>
<b>ABOUT OUR SHARE ACCOUNTS .....</b>	<b>2</b>
BASIC SHARE ACCOUNT .....	2
SUPER SAMMY SAVERS CLUB ACCOUNT.....	2
TEEN SCENE ACCOUNT .....	2
EDUCATIONAL DEVELOPMENTAL GOALS FOR EXCELLENCE (EDGE) ACCOUNT.....	3
HOLIDAY CLUB ACCOUNT .....	3
SPECIAL SHARE ACCOUNT AND TRUST ACCOUNT .....	3
CLASSIC MONEY MARKET ACCOUNT .....	3
INDEX MONEY MARKET ACCOUNT .....	3
IRA SHARE (TRADITIONAL AND ROTH) ACCOUNT .....	3
<b>ABOUT OUR CHECKING ACCOUNTS.....</b>	<b>4</b>
PLUS CHECKING ACCOUNT .....	4
SUPER CHECKING ACCOUNT .....	4
<b>ABOUT OUR CERTIFICATE ACCOUNTS .....</b>	<b>5</b>
CERTIFICATE ACCOUNT.....	5
MINI JUMBO CERTIFICATE ACCOUNT .....	6
JUMBO CERTIFICATE ACCOUNT.....	6
IRA CERTIFICATE ACCOUNT (TRADITIONAL AND ROTH) .....	6
<b>ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT.....</b>	<b>6</b>
ADDITIONAL DISCLOSURES APPLICABLE TO ACH SERVICES .....	9
ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING SERVICES .....	9
ADDITIONAL DISCLOSURES APPLICABLE TO WEB BILLPAY SERVICES .....	10
ADDITIONAL DISCLOSURES APPLICABLE TO ATM AND POS SERVICES.....	10
ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE “VOICECHOICE” .....	11
ADDITIONAL DISCLOSURES APPLICABLE TO DEBIT CARD SERVICES “CREDIT UNION ATM/VISA DEBIT CARD”...	12
ADDITIONAL DISCLOSURES APPLICABLE TO FUND “WIRE” TRANSFERS.....	13
<b>YOUR ABILITY TO WITHDRAW FUNDS.....</b>	<b>14</b>
<b>IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) OR SAFE DEPOSIT BOX (CALIFORNIA RESIDENTS).....</b>	<b>14</b>
<b>GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS .....</b>	<b>15</b>
SHARE ACCOUNT AGREEMENT .....	17
CHECKING ACCOUNT AGREEMENT.....	17
CERTIFICATE ACCOUNT AGREEMENT.....	19
<b>TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING.....</b>	<b>19</b>

*By continuing beyond this page you are agreeing to the terms and conditions in the Truth in Savings Disclosure and Agreement below. Please read this disclosure carefully and print it for your records. This page will not appear again. A copy of this Agreement can be printed by using your browser's print command and a printer. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.*

## YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the membership application and return it to our Member Services Officer. Please read this brochure completely and retain it with your personal records.*

*All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share accounts, share draft accounts (checking accounts) and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*



### INFORMATION REGARDING MEMBER IDENTIFICATION

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

**What this means for our Members:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.

### GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

#### **PAR VALUE**

The par value of a share in CoastHills Credit Union is \$5.

#### **ACCRUAL OF DIVIDENDS**

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business. If you close your share, checking, or certificate account before dividends are credited, you may not receive accrued dividends.

#### **DIVIDEND RATES**

The dividend rate and Annual Percentage Yield on our share and certificate accounts are stated on the Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the share and certificate accounts the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **BALANCE INFORMATION**

We compute the balance in our share and certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

#### **BYLAW REQUIREMENTS**

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of one share within 60 days of his admission to membership, or within 60 days from the increase in the par value in shares, or a member who reduces the share balance below the par value of one share and does not increase the balance to at least the par value of one share within 60 days of the reduction may be terminated from membership.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the Loan Review Committee or a Consumer Loan Services Officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the Loan Review Committee or a Consumer Loan Services Officer.

#### **INITIAL ENTRANCE FEE**

To become a member of CoastHills Credit Union, you must pay an initial entrance fee of \$5.00. The initial entrance fee will be given in your name to the CoastHills Community Foundation ("Foundation") general fund. The Foundation, which was organized by and is managed and operated by CoastHills Credit Union. It is a 501(c)(3) non-profit foundation that provides funding and community support for more than one hundred (100) other non-profit organizations each year throughout the California Central Coast.

#### **TERMINATION OF MEMBERSHIP**

You may be denied services or expelled from the Credit Union as permitted by law and/or regulation and pursuant to the Credit Union's board approved policies (if any).

#### **REQUIREMENT TO MAINTAIN A MEMBERSHIP (BASIC, SUPER SAMMY SAVER, TEEN SCENE OR EDGE) SHARE ACCOUNT**

You must open a Membership Share Account to open any subsequent accounts. You must maintain the Membership Share Account to avoid closure of that account and any subsequent accounts.

## **ABOUT OUR SHARE ACCOUNTS**

CoastHills Credit Union's share accounts let you deposit your money in a share account and withdraw your money generally at any time. Our share accounts are the Basic Share Account, Super Sammy Savers Club Account, Teen Scene Account, Educational Developmental Goals for Excellence (EDGE) Account, Holiday Club Account, Special Share Account and Trust Account, Money Market Account and IRA Share Account (Traditional and Roth).

#### **TRANSFER LIMITATIONS**

No more than six preauthorized, automatic, online banking or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

#### **➔ *Basic Share Account***

##### **RATE INFORMATION**

Our Basic Share Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Basic Share Account is \$5. You must maintain a minimum balance of \$5 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure as stated on the Fee Schedule.

#### **➔ *Super Sammy Savers Club Account***

Our Super Sammy Savers Club Account is for children ages newborn to 12 years of age.

##### **RATE INFORMATION**

Our Super Sammy Savers Club Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Super Sammy Savers Club Account is \$5.

#### **➔ *Teen Scene Account***

Our Teen Scene Account is for children ages 13 to 17 years of age.

##### **RATE INFORMATION**

Our Teen Scene Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Teen Scene Account is \$5.

### ➔ ***Educational Developmental Goals for Excellence (EDGE) Account***

Our EDGE Accounts are designed for members who are college students age 24 years and younger. Proof of eligibility required, (some type of valid student identification). If you open an EDGE account, you may be eligible to open a Ready Checking Account.

## **RATE INFORMATION**

Our EDGE Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your EDGE Account is \$5. You must maintain a minimum balance of \$5 in your EDGE Account to avoid closure as stated on the Fee Schedule.

### ➔ ***Holiday Club Account***

Our Holiday Club Account may be opened at any time. Funds will be posted to a designated account on November 14<sup>th</sup>.

## **RATE INFORMATION**

Our Holiday Club Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There are no minimum deposit or balance requirements to open your Holiday Club Account or to obtain the Annual Percentage Yield stated on the Rate Schedule.

### ➔ ***Special Share Account and Trust Account***

## **RATE INFORMATION**

Our Special Share Account and Trust Account are designated variable rate accounts on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There are no minimum deposit or balance requirements to open your Special Share Account or Trust Account or to obtain the Annual Percentage Yield stated on the Rate Schedule.

### ➔ ***Money Market Account***

Our Money Market Account is a tiered rate share account.

## **RATE INFORMATION**

Our Money Market Accounts are designated variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required to open a Money Market Account is \$5,000. The minimum balance required to obtain the Annual Percentage Yield is indicated for each tier on the accompanying Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the daily balance in your account. If you close your Money Market Account before dividends are credited, you may not receive accrued dividends.

## **TRANSFER LIMITATIONS**

No more than six preauthorized, automatic, online banking or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### ➔ ***IRA Share Account (Traditional and Roth)***

## **RATE INFORMATION**

Our IRA Share Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There are no minimum deposit or balance requirements to open your IRA Share Account or to obtain the Annual Percentage Yield stated on the Rate Schedule.

## **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement (serviced by Trustar), which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **ABOUT OUR CHECKING ACCOUNTS**

CoastHills Credit Union offers checking accounts which will let you withdraw your money and write checks against your account at any time. Our checking accounts are the Plus Checking and Super Checking Account.

### **➔ *Plus Checking Account***

Our Plus Checking Account is a variable rate tiered account as stated on the accompanying Rate Schedule.

#### **BALANCE INFORMATION**

We compute the balance in our Plus Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **RATE INFORMATION**

Our Plus Checking Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Plus Checking Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup> and the ending date is January 31<sup>st</sup>. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Plus Checking Account is \$50. There are no minimum daily balance requirements. You must maintain a minimum average daily checking account balance of \$2,500 to obtain the Annual Percentage Yield as stated on the Rate Schedule.

## **MONTHLY SERVICE FEE**

To avoid the monthly service fee as stated on the accompanying Fee Schedule, you must meet one of the following criteria:

- Must be actively serving in the U.S. Military;
- Must be under 25 years of age; or
- Must maintain an average daily checking account balance of \$1,000.

### **➔ *Super Checking Account***

Our Super Checking Account is a variable rate tiered account as stated on the accompanying Rate Schedule.

#### **BALANCE INFORMATION**

We compute the balance in our Super Checking Account to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

#### **RATE INFORMATION**

Our Super Checking Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Super Checking Account, 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 is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

## **MINIMUM DEPOSIT AND BALANCE REQUIREMENTS**

The minimum deposit required for you to open your Super Checking Account is \$50. There are no minimum daily balance requirements.

## **SUPER CHECKING BENEFITS**

### **Annual Percentage Yield and ATM Refund Eligibility**

To obtain the Annual Percentage Yield as stated on the accompanying Rate Schedule and to have the ATM fees refunded as stated on the accompanying Fee Schedule, you must meet **all** of the following criteria:

- Must elect to receive statements electronically (eStatements);
- Must maintain a valid email address with the Credit Union;
- Must have a recurring monthly direct deposit into your checking account of \$100 or more; and
- Must have ten (10) debit card transactions each month (BillPay and ATM transactions are excluded)

If you do not meet the minimum qualifications on the account, your account will not earn dividends and ATM fees will not be refunded. Dividends will be paid on balances up to \$25,000. Balances over \$25,000 will not earn dividends.

### **MONTHLY SERVICE FEE**

Our Super Checking has a monthly service fee as stated on the accompanying Fee Schedule.

## **ABOUT OUR CERTIFICATE ACCOUNTS**

CoastHills Credit Union's certificate accounts let you deposit your money for a specified period of time. Our accounts are the Certificate Accounts, IRA Accounts, Mini-Jumbo Certificates and Jumbo Certificates.

### **ANNUAL PERCENTAGE YIELD**

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

### **RATE INFORMATION**

Our certificate accounts are designated variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

### **MATURITY**

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the receipt provided to you at the time of opening your account.

### **RENEWAL OF ACCOUNT/GRACE PERIOD**

Your account will automatically renew at maturity for the same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

### **EARLY WITHDRAWAL PENALTY**

A penalty may be imposed if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be as follows:

- Share certificates with a term of less than one year will be subject to forfeiture of up to 90 days of dividends on the total certificate balance at the time of early withdrawal.
- Share certificates with a term of 12 months or greater will be subject to a forfeiture of up to 180 days of dividends on the total certificate balance at the time of early withdrawal.
- Share certificates with a term of 60 months or greater will be subject to forfeiture of up to 365 days of dividends on the total certificate balance at the time of early withdrawal.

If a withdrawal reduces the balance below the minimum balance requirement, the account will be subject to the early withdrawal penalty and closure. **An early withdrawal could reduce your initial investment.**

### **EXCEPTIONS TO PENALTIES**

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the certificate account, or is made pursuant to the Credit Union's bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or such withdrawal is made from an IRA Certificate by an IRA holder 70 1/2 years of age or older without closing the certificate or reducing it below the minimum required to the extent needed to meet the member's required minimum distribution (RMD), as calculated against their CoastHills Credit Union IRA balance.
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

### **➡ *Certificate Account***

Our certificates range from 3-Month to 84-Month terms.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Certificate Account is \$500. You must maintain a minimum balance of \$500 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

#### **ACCOUNT LIMITATIONS**

You may make additional deposits, which cannot exceed the amount of your initial deposit, during the term of the certificate. You may make withdrawals of dividends from your account at the time of posting only.

#### **➔ *Mini-Jumbo Certificate Account***

Our Mini-Jumbo Certificate is available in 6-Month and 12-Month certificates.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Mini-Jumbo Certificate is \$50,000. You must maintain a minimum balance of \$50,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

#### **ACCOUNT LIMITATIONS**

You may make additional deposits, which cannot exceed the amount of your initial deposit, during the term of the certificate. You may make withdrawals of dividends from your account at the time of posting only.

#### **➔ *Jumbo Certificate Account***

Our Jumbo Certificate is available in 6-Month and 12-Month certificates.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Jumbo Certificate is \$100,000. You must maintain a minimum balance of \$100,000 to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure.

#### **ACCOUNT LIMITATIONS**

You may make additional deposits, which cannot exceed the amount of your initial deposit, during the term of the certificate. You may make withdrawals of dividends from your account at the time of posting only.

#### **➔ *IRA Certificate Account (Traditional and Roth)***

Please refer to the accompanying Rate Schedule for rates and terms.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your IRA Certificate is indicated in the accompanying Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule and to avoid closure. An annual deposit must be made in the account to avoid the fee stated on the accompanying Fee Schedule.

#### **ACCOUNT LIMITATIONS**

You may make additional deposits, which cannot exceed the amount of your initial deposit, anytime during the term of the certificate. You may make withdrawals of dividends from your account at the time of posting only.

#### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement (serviced by Trustar), which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

### **ELECTRONIC FUND TRANSFERS (EFT) DISCLOSURE AND AGREEMENT**

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the CoastHills Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by CoastHills Credit Union is given below, followed by specific disclosure information for each service. CoastHills Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic fund transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by CoastHills Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to CoastHills Credit Union.

#### **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/VISA Debit Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/VISA Debit Card. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

#### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.



## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING VISA DEBIT CARD**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. 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 close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **SPECIAL NOTICE TO VISA DEBIT CARDHOLDERS**

If there is an unauthorized use of your VISA Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to VISA Corporate Card or VISA Purchasing Card Transactions, ATM cash disbursements processed on non-VISA or non-Plus networks, or non-VISA PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

### **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your Credit Union ATM/VISA Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 805-733-7600 or 800-262-4488 or after hours at 800-754-4128 or write to us at P.O. Box 200, Lompoc, CA 93438-0200.

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

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share or checking 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, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your Credit Union ATM/VISA Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your Credit Union ATM/VISA Debit Card has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 805-733-7600 or 800-262-4488 or write to us at P.O. Box 200, Lompoc, CA 93438-0200 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. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. 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.
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 tell you the results of our investigation within 10\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) 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.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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

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

### **CHARGES**

In order to obtain the electronic services listed, including home banking services, you must open and maintain a share and/or checking account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

### **ADDRESS CHANGE**

Keep the Credit Union informed of your current address or address to insure correct mailing of monthly statements.

### **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least thirty (30) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of Credit Union ATM/VISA Debit Card, or designated accounts.

### **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Credit Union ATM/VISA Debit Card, or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your Credit Union ATM/VISA Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Credit Union ATM/VISA Debit Card, PIN or account; or
- c) you or any authorized user of your Credit Union ATM/VISA Debit Card, PIN or account request that we do so.

### **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

### **WAIVER OF RIGHTS**

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

### **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

### **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

## **SIGNATURES**

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of a Credit Union ATM/VISA Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## **➔ *Additional Disclosures Applicable to ACH Services***

### **DOCUMENTATION OF DIRECT DEPOSIT**

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 805-733-7600 or 800-262-4488 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### **DISCLOSURE OF RIGHT TO STOP PAYMENT**

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 805-733-7600 or 800-262-4488 or write to us at P.O. Box 200, Lompoc, CA 93438-0200, in time for us to receive your request three 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 and get it to us within 14 days after you call.

b) Notice of varying amounts.

If these regular payments 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.

### **TRANSACTIONS AVAILABLE**

You may use your ACH services to perform the following transactions:

- Make deposits to your share/savings or checking account;
- Make loan payments;
- Pay bills directly from your share/savings or checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

## **➔ *Additional Disclosures Applicable to Online Banking Services***

### **SYSTEM REQUIREMENTS**

Online banking service allows convenient access to your account information 24 hours a day. To use online banking service you must have a computer, Internet access, your user name, and password.

### **TRANSACTIONS AVAILABLE**

You may use your online banking service to perform the following transactions:

- Obtain share/loan transaction history;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;

- Obtain clearance of specific checks;
- Request check withdrawals from your share or checking accounts;
- Transfer funds between your share, checking, Line of Credit and HELOC accounts;
- Access your Line of Credit or HELOC accounts for loan advances;
- Download transaction information to personal financial management software from checking and shares/savings accounts;
- Make loan payments; and
- Pay bills through Web BillPay from your checking account.

### ➔ ***Additional Disclosures Applicable to Web BillPay Services***

#### **SYSTEM REQUIREMENTS**

To use Web BillPay Service you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

#### **RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at 800-262-4488 for Web BillPay Services or write to us at P.O. Box 200, Lompoc, CA 93438-0200, in time for us to receive your request three 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 and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### **TRANSACTIONS AVAILABLE**

You may use your Web BillPay Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

#### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Credit Union's Web BillPay Service:

- The maximum you may withdraw by check is \$10,000 during any 24-hour period;
- Bill payments can only be made from your Ready Checking or Ready Plus Checking Account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

### ➔ ***Additional Disclosures Applicable to ATM and POS Services***

#### **RULES FOR USE**

By using your Credit Union ATM/VISA Debit Card with your PIN at ATMs or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or checking account(s) in accordance with the instructions given at the terminals. All Credit Union ATM/VISA Debit Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

#### **ATM FEES**

When you use an ATM not owned by CoastHills Credit Union, you may be charged a fee by the ATM operator, including balance inquiries, even if no transactions are completed. A fee will not be imposed for use of a Credit Union ATM/VISA Debit Card issued by CoastHills Credit Union for use of an electronic terminal operated by CoastHills Credit Union.

## **TRANSACTIONS AVAILABLE**

You may use your ATM/VISA Debit Card to perform the following transactions:

- Make deposits to your share/savings, checking and loan accounts;
- Withdraw cash from your share/savings and checking;
- Transfer funds between your share, checking and loan accounts;
- Make point of sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

## **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals up to \$400 or POS transactions up to \$1,000 each 24-hour period as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. There are no limits on the number of daily POS transactions you may make.

## **ACCESS CARDS**

All Credit Union ATM/VISA Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any Credit Union ATM/VISA Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your Credit Union ATM/VISA Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your Credit Union ATM/VISA Debit Card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your Credit Union ATM/VISA Debit Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

## **➡ *Additional Disclosures Applicable to Audio Response “VoiceChoice”***

### **TRANSACTIONS AVAILABLE**

You may use our VoiceChoice service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share, checking, Line of Credit and HELOC accounts;
- Access your Line of Credit, HELOC or VISA accounts for loan advances; and
- Make loan payments.

➔ ***Additional Disclosures Applicable to Debit Card Services “Credit Union ATM/VISA Debit Card”***

**ISSUANCE OF CARD**

“Card” means the CoastHills Credit Union ATM/VISA Debit Card and any duplicates, renewals or substitutions the Credit Union issue to you; “Account” means the account designated on the application for your Credit Union ATM/VISA Debit Card.

**RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Credit Union ATM/VISA Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

**LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

Purchases made above the floor limit of the merchant will require an authorization number from VISA.

**USE OF THE CREDIT UNION ATM/VISA DEBIT CARD**

You may use the Card and PIN to:

- Withdraw cash from your share, checking account and request a loan advance at ATMs, merchants, or financial institutions that accept ATM/VISA Debit Cards;
- Transfer funds between your share, checking and loan account you have with the Credit Union; and
- Make deposits to one of your share, checking and loan accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept ATM/VISA Debit Cards;
- Make payments for goods or services from your checking account at places that accept ATM/VISA Debit Cards;
- Order goods or services by mail or telephone from places that accept ATM/VISA Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor ATM/VISA Debit Cards is an order by you for the withdrawal of the amount of the transaction from your Account. Each transaction with the Card will be charged to your Account on the date the transaction is posted to your Account. When the Credit Union receives notification of a debit card transaction, it will put a hold on an equivalent amount of funds in your checking account for 3 days or until the day the transaction is charged to your account whichever is first.

All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

**ILLEGAL USE OF CREDIT UNION VISA DEBIT CARD**

You agree that your Credit Union ATM/VISA Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

**REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

## **FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the Issuer.

### **➔ *Additional Disclosures Applicable to Fund (Wire) Transfers***

#### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

#### **FUND TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of fund transfer requests, amendments, or cancellations. Unless other times are posted for the various types of fund transfers, the cut-off time will be at 12:00 p.m. on each weekday, (Monday through Friday), that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next fund transfer business day and processed accordingly.

#### **SERVICE CHARGES/FEES**

The Credit Union may charge your account for the amount of any fund transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the fund transfer is to be made.

#### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

#### **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

#### **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying (account number), payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. These are returned if the name does not match. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

#### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

#### **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearing house (ACH) payments before it receives final settlement of the fund transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

#### **NOTICE OF RECEIPT OF ACH FUND**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## **RECEIPT OF INCOMING (NON-ACH) FUND TRANSFERS**

If the Credit Union receives a fund transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the fund transfer. The Credit Union will provide you with notification of the receipt of all fund transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific fund transfer has been received.

## **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the fund transfer should have been made or from which the fund transfer was made.

## **YOUR ABILITY TO WITHDRAW FUNDS**

Our policy is to make funds from your cash and check deposits available to you on 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 them to pay checks that you have written.

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

## **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on 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 same 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.

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 may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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 7th business day after the day of your deposit.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

## **IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) OR SAFE DEPOSIT BOX (CALIFORNIA RESIDENTS)**

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. In addition, any property held in a Credit Union safe deposit box may be transferred upon the running of the time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates.



# GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

## DEFINITIONS

**ACCOUNT AGREEMENT** means any share, checking account, certificate, trust, totten trust or Uniform Transfer to Minors Act (UTMA) Account.

**TIS AGREEMENT** means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

## MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

## ACCOUNT OWNERSHIP

The ownership of trust, totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- Individual Accounts: The account or certificate is owned by the party named on the Account Agreement ("Account Holder").
- Joint Accounts: The account or certificate is owned by the parties named on the Account Agreement ("Account Holders"). Upon the death of any of them, ownership passes to the survivor(s).

## SPECIAL RULES FOR JOINT ACCOUNTS

**Withdrawals by and Liability of Joint Owners** - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits** – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

**Disputes** – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

## NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

## CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

## ORDER OF POSTING; UNDERSTANDING YOUR AVAILABLE AND ACTUAL BALANCE

**Order of Posting:** 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. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance

is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any “pending” deposits, checks, transfers and withdrawals or holds on your account). We will use the “available balance” in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. You must keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Funds Availability Policy.” If you have additional questions about your available or actual balance, please see a member services officer or call 800-262-4488.

### **FINANCIAL ABUSE REPORTING**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys’ fees, as a result of any action or inaction taken in relation to the matters described here.

### **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

### **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

### **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of a Credit Union ATM/VISA Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

### **NEGATIVE CREDIT REPORTING**

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

### **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at CoastHills Credit Union, P.O. Box 200, Lompoc, CA 93438-0200, so we can investigate.

### **POST-DATED CHECKS**

The Credit Union will treat all checks as though the checks are written on the date presented.

### **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment.

## **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. The Credit Union may also apply the funds held in a joint account to cover any amount owing to the Credit Union by any individual Account Holder(s). Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except as to Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

## **ATTORNEYS' FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## **GOVERNING LAW**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

## **➔ *Share Account Agreement***

### **TRANSFER LIMITATIONS**

No more than six preauthorized, automatic, online banking or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws (Please refer to Bylaw Requirements on Page 4).

## **➔ *Checking Account Agreement***

### **WITHDRAWALS, APPROVED METHODS**

Only methods approved by the Credit Union may be used to withdraw funds from a Checking account.

### **ELECTRONIC CHECK CONVERSION**

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

### **DEMAND CHECKS**

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

### **OVERDRAFTS**

The Credit Union is under no obligation to pay a check which exceeds the balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

### **STALE-DATED CHECKS**

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

## **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14 day period.

## **TRUNCATION OF CHECKS**

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

## **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

## **EXAMINATION OF STATEMENTS**

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

## **CLOSURE OF ACCOUNT**

The Credit Union may close a checking account at any time. Closure of a checking account will not affect the obligation to pay any outstanding balances or charges owed.

## **FEES AND CHARGES**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

## **FOR CHECKING ACCOUNTS WITH OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No check overdraft may be paid by charging a share account if, as a result of such charge, that share account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

## **FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the LoanLiner Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

## **OVERDRAFT PRIVILEGE PROGRAM**

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases, the Credit Union may honor checks and electronic transactions for which there are insufficient funds under the Credit Union's Overdraft Privilege Program ("Overdraft Privilege"). The Credit Union provides the Overdraft Privilege Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service. The Credit Union also offers alternative forms of overdraft coverage, such as a line of credit or linking to a savings account. Please contact your Credit Union representative for more details about alternative forms of protection.

### **Qualification**

To be eligible for the Overdraft Privilege program, you must meet all of the following criteria:

- Must be a member in good standing;
- Must not have any legal orders on the account;
- Must be 18 years of age or older; and
- Must have a valid address on file with the Credit Union.

### **Description of Service**

By participating in the program, the Credit Union may honor overdrafts such as checks, debit card/point-of-sale (POS) transactions, and other electronic means. You will be granted a \$300 Overdraft Privilege limit at account opening. Your limit may increase to \$1,000 after 180 days, based on eligibility.

For our consumer member, unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your debit card purchases, please contact us in person; by calling us at 800.262.4488; or by logging into online banking and sending us a secured e-mail message.

Complete and sign the Overdraft Consent Form, provided at account opening, or mail it to us at the address shown below. The credit union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Overdraft Privilege fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items.

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty-two (32) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within thirty-two (32) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Overdraft Privilege program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Overdraft Privilege program is described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Overdraft Privilege service.

The Overdraft Privilege program service is a discretionary privilege offered members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Overdraft Privilege program, you may inform the Credit Union in person; by calling us at 800.262.4488; or by logging into online banking and sending us an e-mail message.

## ➔ ***Certificate Account Agreement***

### **PLEDGING OF FUNDS**

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING**

### **SPECIFIC INSTRUCTIONS FOR COMPLETING FORM W-9**

#### **NAME**

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

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on Form W-9.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete Form W-9 to avoid possible erroneous backup withholding.

**Exemption from FATCA reporting code.** The codes shown on Form W-9, Specific Instructions, Exemption from FATCA reporting code, identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting Form W-9 if you are uncertain if the financial institution is subject to these requirements.

## PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

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

**Note.** See the chart for further clarification of name and TIN combinations.

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

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

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

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

## PART II. CERTIFICATION

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

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

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

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### **PRIVACY ACT NOTICE**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

### **SECURE YOUR TAX RECORDS FROM IDENTITY THEFT**

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**WHAT NAME AND NUMBER TO GIVE THE REQUESTER**

For this type of account:	Give name and SSN of:
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregard entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal Entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

