

*This brochure contains terms, conditions and disclosures relating to your membership at San Tan Credit Union. If you have any questions or require current rate and fee information on your accounts, please contact the credit union.*

**AGREEMENT.** This document, along with any other documents we give you pertaining to your account(s) is a contract that establishes rules which control your account (s) with us. Please read this carefully. By applying for membership, signing your account membership agreement and maintaining accounts at the credit union, you agree to these terms conditions and disclosures. The credit union may, at any time, change these terms, conditions and disclosures and will provide you with any notice required by law. By continuing to maintain your accounts at the credit union, you agree to any such changes. If any provision of this disclosure is declared to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. This agreement is subject to applicable federal laws and the laws of the State of Arizona (except to the extent that this agreement can and does vary such rules or laws).

**BYLAWS.** Our Bylaws, which may be amended from time to time, establish basic rules about our policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request.

**MEMBERSHIP.** A one time membership fee is required to open the account and establish membership in San Tan Credit Union. You authorize San Tan CU to check your account, credit and employment history, including obtaining a report from a consumer reporting agency to verify your eligibility for membership, accounts and services. A membership savings account with the credit union must be maintained in order to continue membership and be eligible for any other credit union services.

**LIABILITY.** You agree to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each joint owner agrees to be jointly and severally liable for any account shortage resulting from charges or overdrafts whether caused by you or another with access to the account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including to the extent permitted by law, reasonable attorneys' fees.

**ACCOUNT STATEMENTS.** A statement of your account will be mailed each calendar quarter. A statement will be mailed on a monthly basis when a member has a checking account or has any electronic funds transactions on the account. You must examine your statement of account with reasonable promptness. If you discover any unauthorized signatures or alterations, you must promptly notify San Tan CU of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with San Tan CU, or bear the loss entirely yourself (depending on whether San Tan CU used ordinary care and, if not, whether San Tan CU substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations. You agree that the time you have to examine your statement and report to San Tan CU will not in any circumstances exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations forgeries or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement and the loss will be entirely yours.

**PRIVACY STATEMENT.** San Tan CU has never shared nonpublic information except as required by law, and we continue to adhere to these strict policies. We routinely collect and retain the information we obtain from your account applications, such as: name, address, social security number, assets and income. This information helps us to establish and administer your accounts; satisfy certain regulatory requirements; and better understand you so that we may provide you with additional or improved products and services. We do not disclose any nonpublic personal information about our members or former members to anyone, except as required by law. We may disclose all of the information we collect as described above, to service providers and companies that perform marketing services on our behalf (for example, check printing companies). Access to your personal information is limited to employees with a specific business reason for using the information. Our employees are educated about the importance of maintaining member confidentiality. In order to prevent unauthorized access to your information, we have physical, electronic and procedural safeguards that comply with industry standards. If you ever have any

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questions or concerns about the integrity of your account information, please contact us.

**DORMANT ACCOUNTS.** If there has not been monetary activity on your account such as withdrawals, deposits or loan transactions for one year, you will be notified of a dormant account status and applicable fees. Unless there is activity, dormant fees will be charged to the account as detailed in the Fee Schedule. Dormant account fees are not refundable. Members under the age of 18 are exempt from this fee.

**LIEN AND RIGHT OF OFF SET.** San Tan CU has a lien provided by law on all your deposit accounts at the credit union. Additionally, you agree that San Tan CU has the right to off set amounts you owe San Tan CU against any accounts you maintain at the credit union, to the full extent permitted by law. You waive any applicable notice with respect to any such off set.

**Illegal Use of Credit Union Accounts or Services.** Any financial service provided by San Tan CU may be used for any transaction permitted by law. Any illegal use of a financial service will be deemed an action of default and breach of contract and such service or other related services may be terminated at San Tan CU's management's discretion. Should illegal use occur, the right to sue San Tan CU for such illegal activity directly or indirectly related to it is waived. San Tan CU will be held harmless from any suits or other legal actions or liability directly or indirectly resulting from illegal use of services.

**OWNERSHIP OF ACCOUNTS.** These rules apply to this account depending on the form of ownership. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership, except as they determine to whom we pay the account funds.

**INDIVIDUAL ACCOUNTS -** By opening an account that is designated as an individual account on the membership agreement, you are considered by San Tan CU as the sole owner of the Account. You will be the only person authorized to use the account.

**JOINT ACCOUNTS -** A personal account opened by two or more persons is treated as a "joint account." San Tan CU offers one type of joint account: a joint account with right of survivorship. Two or more persons opening a

joint account with survivorship will be treated by San Tan CU as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the surviving owner has the right to all the funds in the account, subject to San Tan CU's right of off set and security interest in the account. If more than one joint tenant survives, they will own the account as joint tenants with right of survivorship and not as tenants in common. Each joint owner on an account may withdraw by any means San Tan CU makes available, any or all of the funds on deposit, close the account, and enter into special agreements regarding the account. Each joint owner guarantees the signatures of the other joint owners. Each joint owner also authorizes San Tan CU to exercise off set and enforce its security interest in the entire joint account, even though only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. San Tan CU can enforce overdraft liability in the joint account against any joint owner individually. Garnishments against either or both joint owners are subject to San Tan CU's right of off set and security interest. Notice provided by San Tan CU to any one joint owner is notice to all joint owners.

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

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

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

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under the note. Our right to repayment arising under this section does not apply to this account if it is an Individual Retirement Account or other tax-deferred retirement account. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AGENCY (POWER OF ATTORNEY) DESIGNATION (SINGLE-PARTY ACCOUNTS ONLY).** A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS.** We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction.

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

**ACH AND WIRE TRANSFER.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of Arizona. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made by you, or originated by you are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-402(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES.** You authorize us, at any time, to charge you for all checks, drafts or other orders, for the

payment of money, that are drawn on us regardless of by whom by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**STOP PAYMENTS.** You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. To be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated the stop payment order. Additional limitations on our obligation to stop payment are provided by law (e. g. we paid the item in cash or we certified the item).

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

**AMENDMENTS AND TERMINATION.** We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account by giving reasonable notice to you and tender the account balance personally or by mail. At our option, we may suspend your rights to service if you violate the terms of this agreement. Notice from us to any one of you is notice to all of you.

**FUNDS AVAILABILITY DISCLOSURE.** This policy statement applies to all deposit accounts.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are

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available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

If you make a deposit at an ATM before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**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 first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all of the fund from your deposit available on the first business day after we receive your deposit, 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 the 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 \$5000 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 communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the eleventh 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 (ATMs) 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 ATMs that we own or operate.

**WE MAY REPORT INFORMATION ABOUT YOUR LOAN AND DEPOSIT ACCOUNTS TO CREDIT BUREAUS.** Late payments, missed payments, or other details on your accounts may be reflected in your credit report.