



**IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS**  
**TERMS AND CONDITIONS – ELECTRONIC TRANSFERS – FUNDS AVAILABILITY – TRUTH IN SAVINGS**  
**EFFECTIVE: January 2020**

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. As used in this document the words "we," "our," and "us" mean Frontwave Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account (i.e., joint owners or issuer of POA's). The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**TCPA - CONSENT TO CONTACT (Non-Telemarketing Only)** – You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

**BYLAWS** – Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations that affect your account and membership. We may change our bylaws and any term of this agreement without advanced notice. Rules governing changes in rates, fees or charges are provided separately. For other changes, we will give you reasonable notice in writing or by any other methods permitted by law. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s), and there may be a fee for such in accordance with our Schedule of Fees and Charges. Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

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

**RIGHT TO DENY, AMEND, TERMINATE, RESTRICT, SUSPEND, REVOKE/EXPEL MEMBERSHIP OR SERVICES** – In accordance with our Bylaws, we may close this account if your membership in the credit union terminates. We will give reasonable notice to you that available funds in your account can be disbursed to you in person, or by mail. At our option, we may deny, amend, terminate, restrict, suspend, revoke/expel your rights to membership or any products or services if you pose a risk, or violate the terms and conditions of this agreement, or any other agreement between you and the credit union. Services can include, but are not limited to ATM access, online banking, deposits, withdrawals, and VISA cash advances, personal or collateralized loans, EFT/ACH, wires or other services. We reserve the right to terminate, restrict, suspend or revoke/expel you from membership or services, if you cause a loss to the credit union, or pose a risk of loss to the credit union (i.e., commit fraud, become delinquent on your loan(s), incur a negative balance, or repeated NSF activity). We may also take any of the actions described if you are abusive, threatening or intimidating towards credit union staff, or attempt to coerce them into committing an act that violates credit union policy, procedure, state/federal laws or business ethics. You must also keep us informed of your current address at all times to avoid suspension or termination of services. Failure to do so may result in a Lost Contact Fee (or portion therein if your account balance is below the fee). See Schedule of Fees & Charges. Notice from us to you of these terms and conditions, or any joint owner on the account, is considered notice to all who are on the account.

**UNJUST ENRICHMENT** – The credit union has the right to reverse a transaction, take collection action or demand restitution when a member profits or is unjustly enriched at the expense of another, or at the expense of the credit union because of a clerical or system error. The member will be required to make restitution for the reasonable value of any cash, negotiable instrument, property, services or other benefits that have been unfairly received or retained.

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

**MOBILE/REMOTE DEPOSITS** – Refer to or request a copy of Frontwave Credit Union's Remote Deposit Capture Services Disclosure for related Terms and Conditions.

**WITHDRAWALS** – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations.

Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**INDIVIDUAL ACCOUNT** – is an account or certificate in the name of one person.

**JOINT ACCOUNT** – This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

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

**TRUST ACCOUNT SUBJECT TO SEPARATE AGREEMENT** – We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

**KIDS ACCOUNTS** – is an account for children ages 0-12. The child must be the primary owner of the account. The Social Security Number of the child must be presented at the time the account is opened. An adult (person over the age of 18) must be joint owner on a Kids Account. The account is subject to certain restrictions as to services and products. The adult joint owner creating the account reserves the right to: (1) change beneficiaries, if so named, (2) change account types, and (3) withdraw all or part of the account funds at any time. The adult assumes all responsibility and is liable for the account. Upon reaching the age of 18, the child (primary owner) is deemed an adult, assumes primary responsibility and authority for the account, and is eligible to apply for services and products that were restricted. **However, the adult joint owner is still deemed fully liable, unless they submit a written request to be removed from the account, or the primary owner submits such a request.**

**MINOR/TEEN ACCOUNTS** – is an account for Minors/Teens ages 13-17 (hereon referred to as Teen account). The Teen account is designed to bridge the gap between our Kids Account product and adulthood. All Teens are required to sign up for online banking and E-Statements. Teens must be the primary owner of the account and a parent or legal guardian must be on the account as joint owner. The Social Security Number of the Teen must be presented at the time the account is opened. In addition to savings products, the Teen account is eligible for a checking account and VISA Debit/ATM Card. The primary owner and parent or legal guardian/joint owner must be cleared through ChexSystems in order to qualify for a checking account. **The parent or legal guardian/joint owner is the only one who can initiate the checking account and order or reorder checks. The parent or legal guardian/joint owner is responsible for any losses that may occur on the account.** Minors cannot legally be held responsible for any losses that may occur on the account. The parent or legal guardian/joint owner is the only one who can initiate the VISA Debit/ATM Card order, establish or change the velocity, order or reorder any card/plastic. Minors cannot legally be held responsible for any losses that may occur on the account. Once the Teen reaches the legal age of 18, a new contract (signature card) with the Credit Union needs to be signed. In addition, the standard VISA Debit/ATM Card will be issued at the time the Teen turns 18. **The parent or legal guardian/joint owner will continue to remain liable for all balances, transactions and fees associated with all related share, checking, or VISA Debit/ATM Card, unless they submit a written request to be removed from the account, or the Teen member upon turning 18 years of age, submits such a request.**

**PROHIBITION AGAINST INTERNET GAMBLING ACCOUNTS OR TRANSACTION ACTIVITY** – In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

**TRANSFERRING FUNDS TO ANOTHER ACCOUNT** – Should we/you transfer the funds in any of the account types listed above to another account or new account that we/you open at the credit union, you agree to be bound by the terms and conditions applicable to the account from which the funds are being transferred, until or unless you execute/sign a new account agreement.

**STOP PAYMENTS** – You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Only the person who initiated the stop-payment order may make a release of the stop-payment request. Our stop-payment cutoff time is one hour after the opening of the next business day after the business day on which we receive the item. Law provides additional limitations on our obligation to stop payment (e.g., we paid the item in cash or we certified the item). We will charge a fee for each stop payment order you give. See current Schedule of Fees & Charges.

**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.

**INACTIVE ACCOUNTS** – If your account has had no activity for at least six (6) months, has less than a \$50.00 aggregate balance and no open loans, it can be assessed an "Inactive Account Fee" as disclosed in the Schedule of Fees & Charges (or any part therein, if your account balance is below the fee) each quarter, for as long as the account remains inactive. If your account reaches a zero balance, it will be closed. To reactivate your account and avoid the fee, please contact the credit union.

**GATHERING OR UPDATING INFORMATION** – As a member, you authorize the credit union to gather from time to time, whatever credit report, checking account and employment information about you or any other person named on your account that is considered appropriate. You understand that this information will assist the credit union for example; in determining your initial and ongoing eligibility for any accounts/services and/or in connection with making future credit opportunities available to you or any other person named on your account.

**STATEMENTS** – You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized transactions, alterations or changes to information, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be with respect to not only items on the statement but also other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 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 as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

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

**RIGHT TO REPAYMENT OF INDEBTEDNESS** – You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accordance with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising because of our exercise of our right to repayment.

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

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "Must be presented within 90 days" or "Not valid for more than \$1,000.00" or "Paid in Full."

**PAYMENT ORDER OF ITEMS** – Knowing your "available balance" is important to managing your deposit/checking account. Available balance refers to the actual amount available in your account that is without any restrictions, holds or uncollected/processed items. When processing items drawn on your account, our policy is to pay them in the order in which they are received. The order in which items are paid is important if the available balance in your account is not enough to pay all of the items that are presented. When two checks are received at the same time, the lowest check number will be processed first. There is no policy that is favorable in every instance. If the smallest items were to be paid first, you may have fewer NSF's or overdraft fees, but the largest and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item NSF. Current Overdraft and NSF fees are disclosed in our Schedule of Fees and Charges, which is available on our website or upon request. By paying items in the order that we receive them, our policy maintains a reasonable balance between minimizing additional cost to you and paying your more important items. A hold on your funds or an unprocessed item, can affect the ability for all items that are presented, to be paid. You must be cognizant of such holds and items that have yet to be received and/or processed in order to determine the available balance in your account. We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks against your account when the available balance is not enough to pay all of your items, which can result in NSF/Overdraft fees.

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

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers, as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire® is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you notice of the payment order or credit. If the amount that is paid or credited to your account, is later reversed due to fraud or other reasons by the initiating financial institution or other entity, you will be held financially responsible and subject to collection action, should the reversal create a negative balance in your account, because you've withdrawn all or a portion of the original funds that were paid or credited to your account.

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

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

**ELECTRONIC/DIGITAL SIGNATURES** – As a service and convenience, we may accept your electronic/digital signature to conduct credit union related business such as opening a membership account or applying for a loan online. However, your rights to NOT USE electronic signatures will be preserved. You reserve the right to use a paper or "wet ink" signature. We must also receive your affirmative consent electronically in a manner that reasonably demonstrates that you can provide and access information in the electronic form that will be used to provide the information that is the subject of consent. All required disclosures must be provided in a manner that complies with regulatory mandates. Frontwave Credit Union is required to retain a record and retain a copy of the application, transaction or document that "accurately reflects" the substance for which you are providing your electronic/digital signature therein, and is in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing or otherwise.

**ELECTRONIC DISCLOSURES AND NOTICES** – This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First, we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit/share accounts, Loans including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure, you can obtain one free of charge (except for periodic statements, wherein a fee may be charged in accordance with Frontwave Credit Union's current Schedule of Fees and Charges.) by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements you can give us regarding your deposit/share accounts or your periodic statements, except for stop payment orders, by email us at our current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

**ELECTRONIC FUND TRANSFERS (EFT's) – YOUR RIGHTS AND RESPONSIBILITIES**

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

**EFT's Initiated By Third Parties** – You may authorize a third party to initiate an EFT between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences, or may be recurring as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example; your authorization to convert a check or draft to an EFT or to electronically pay a returned check or draft charge, can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these EFT's. Examples of these transfers include, but are not limited to:

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

**Express Line** – You may access your account by telephone 24 hours a day at 760.966.2900 or 800.829.7676 using a touch-tone phone, your account numbers, and your access code, to conduct various inquiries and transactions on your accounts to include consumer payments or transfers among accounts. A full listing of Express Line functions and limitations is provided in a separate Express Line brochure.

**ATM Transfers - types of transfers, dollar limitations, and charges** – You may access your account(s) by ATM using your VISA Debit/ATM card and personal identification number to:

- get cash withdrawals from checking or savings account(s)
- make deposits to checking account(s)
- withdraw no more than \$600.00 per 24-hour period
- make deposits to savings account(s)
- transfer funds from savings to checking account(s)
- get information about the account balance of your checking account(s)
- transfer funds from checking to savings account(s)
- get account balance of your loan account(s)

There is a fee per transaction or inquiry made at ATMs that we do not own or operate (See current Schedule of Fees and Charges). Some of these services may not be available at all terminals:

**Types of ATM Point-of-Sale (POS) Transactions** – You may access your checking or savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions (POS) - Dollar Limits and Charges** – Using your **PIN based** VISA Debit/ATM card, you may not exceed \$999.99 in transactions per 24-hour period. There is no fee for transactions conducted at any **POS** we do not own or operate. However, transactions conducted at an **ATM** we do not own or operate, may be charged a fee. Any **Non-PIN based** VISA Debit/ATM card transaction has a daily limit of \$3000. **Non-PIN based** VISA **Credit** card transactions have a daily limit based on available credit limit.

**Types/Limit of Debit Card Point-of-Sale Transactions** - You may access your checking (share draft) account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. The number of POS transactions within a 24-hour period is limited to ten (10).

**Foreign Transactions and Charges.** Transactions made in foreign countries will be billed in U.S. dollars. The conversion rate in U.S. dollars will be at either the government-mandated rate or a wholesale currency market rate for the processing cycle in which the transaction is processed. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. The conversion rate will not be increased by an adjustment factor. However, a separate International Service Assessment Fee is charged to the Credit Union. This fee is payable by you and will appear on your statement as an additional charge. See current Schedule of Fees & Charges.

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

**Online Banking Computer Transfers - Types of transfers** – You may access your account(s) by computer using your access code and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from savings to checking
- make payments from checking to loan accounts
- make payments from savings to loan accounts
- make payments from checking to third parties with Online Bill Pay, P2P
- deposit checks
- transfer funds from checking to savings
- transfer funds from checking to money market
- transfer funds from money market to any other account
- transfer funds from savings to money market
- transfer funds from line of credit to checking
- transfer funds from savings to savings

**Get information about:**

- account balances and loan information
- deposits, withdrawals and other account transaction history

**Frontwave Mobile Banking Transfers – Types of transfers.** You may access your account(s) through a mobile access device (i.e., cell phone, tablet) by using your access code and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to money market
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to money market
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- transfer funds from money market to any other
- make payments from checking to loan accounts with us

- make payments from savings to loan accounts with us

**FEES** – We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these EFT's.

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

**DOCUMENTATION** –

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account you can call the Express Line at 800.829.7676, or access your account at [frontwavecu.com](http://frontwavecu.com) to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking account and savings account, unless you have no other account with us and there were no EFT's or deposits during the monthly period. At a minimum, you will receive a statement quarterly.

**PREAUTHORIZED PAYMENTS** –

- **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 is how:
- Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge a fee for each stop-payment order you give (See current Scheduled of Fee and Charges).
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

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

- (1) If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- (2) If you have overdraft protection and the transfer would exceed your overdraft protection limit.
- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

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

- (1) Where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) If you give us written permission.

**UNAUTHORIZED TRANSFERS**

**(a) Consumer liability.**

• **Generally.** Tell us AT ONCE if you believe your card and/or personal identification number has been lost or stolen. Telephoning is the best way of limiting your possible losses. You may contact a MSC Agent at 800.736.4500 or you may block your card 24 hours a day, seven days a week via the Express Line at 800.829.7676. You will not be liable for an unauthorized transaction, as long as you have exercised reasonable care in safeguarding your card from risk or loss or theft, and upon becoming aware, promptly report the loss or theft to the credit union. You could lose all the money in your account (plus your maximum overdraft line of credit. If you tell us within Two (2) business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we determine we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we determine that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the times.

• **Limited Liability for VISA Debit/ATM Cards.** Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number (PIN). You could lose all the money in your account.

In addition, when used in POS transactions, and unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions if your card is lost or stolen.

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

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

If you furnish your card and pin to a person (such as a family member or friend) and grant them authority to use your card for a specific transaction, and they exceed the authority given, you are fully liable for any transaction(s) that exceed your initial authority, UNLESS you notify the credit union that transactions by that person which exceed your initial authority, are no longer authorized. You also agree to co-operate with the Credit Union to recover and seek restitution for any unauthorized funds that are withdrawn from your account by said person it is recommended, but we cannot require you to file a police report that names the person in question.

**Limited Liability for Credit Card.** Your liability with respect to unauthorized transactions may be greater than the extent allowed under applicable law, if Frontwave Credit Union has determined that you were grossly negligent or fraudulent in the handling of your credit card account or credit card information.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, immediately call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed if you believe a transfer has been made using the information from your account without your permission.

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the number or address below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60

days after we sent the FIRST statement on which the problem or error appeared. If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. All required documentation must be completed in order to investigate your claim; otherwise your claim may be deemed invalid.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If our investigation reveals you are at fault for the loss, and you were given provisional credit, you will be required to pay back the provisional credit or any portion you are liability for therein. You may ask for copies of the documents that we used in our investigation.

**FRONTWAVE CREDIT UNION CARD SERVICES** – 1278 Rocky Point Dr., Oceanside CA 92056 - Phone: 800.736.4500

**BUSINESS DAYS AND HOURS** – Our general business days and hours are Monday - Friday day (9:00am-6:00pm) and Saturday (9:00am-4:00pm) excluding Sunday and Federal holidays. For specific Branch and Member Solution Center hours, please visit our website at: [frontwavecu.com](http://frontwavecu.com)

#### **NOTICE OF ATM/NIGHT DEPOSIT – FACILITY USER PRECAUTIONS**

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

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

#### **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all accounts. Our policy is to make funds from your cash and check deposits available to you immediately. At that time, 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, our general business days and hours are Member Solution Center hours. Please visit our website at [frontwavecu.com](http://frontwavecu.com) for specific Branch Hours. 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 made available in the same manner as if the deposit had been made into your account.

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$200 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Frontwave Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises. Funds from any deposits (cash or checks) made at 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. The requirement to make the first \$200 of daily deposits available on the business day following the day of deposit does not apply to deposits made at ATMs we do not own or operate. ATMs that we own or operate are identified as our machines.

#### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. 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 \$200 of your deposits will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available immediately, 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 would be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on anyone 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 eleventh business day after the day of your deposit.

#### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules will apply during the first 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, travelers, and federal, state and local government checks will be available immediately 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 ninth 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 may be subject to extended holds that will delay availability.

#### **TRUTH-IN-SAVINGS DISCLOSURE**

**SHARE (SAVINGS) ACCOUNT** – (Includes **KIDS ACCOUNT** ages 0-12, and **MINOR/TEEN ACCOUNT** ages 13-17)

**Rate Information:** The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Par Value Share Deposit/Membership Fee:** In accordance with Frontwave's Bylaws, membership requires the deposit of \$5 into a Par Value Share account which is refundable upon closure of the account, or payment of a non-refundable Membership Fee of \$5. Deposit of a Par Value Share or payment of a Membership fee, depends on how you join/become a member of Frontwave. In certain instances, the Membership Fee will be paid by Frontwave Credit Union, or a third-party vendor.

**Minimum Opening Deposit:** Minimum opening deposit not required, but is encouraged.

**Minimum Balance Requirements:** No minimum balance requirements apply to this account. However, in order to be considered a member in good standing and qualify to vote, a \$50 minimum balance is required in a deposit account, or a current loan with a balance.

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

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

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

#### **MONEY MARKET ACCOUNT**

**Rate Information** – The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** – For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements** – The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

**Transaction limitations** – During any month, you may not make more than six withdrawals, preauthorized, automatic or telephone transfers, or transfers made by check, debit card or similar order payable to a third party from your savings or money market accounts to another credit union account of yours or to a third party by means of a telephonic order or instruction or similar order to a third party. If you exceed these transfer limits, the excess transfer request may be refused or reversed and the credit union may reclassify or close your account. There are no limits on the number of withdrawals paid directly to you when initiated in person, and no limit on the number of withdrawals paid directly to you when initiated by mail, telephone or messenger.

#### **INDIVIDUAL RETIREMENT ACCOUNTS**

We offer several IRA products to meet the various needs and desires of our members. Although each IRA product is subject to different regulations and limitations, the information provided below is common to all. Additional detailed information concerning IRA products is available elsewhere.

**Rate Information** – The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements** – The minimum balance required to open this account is \$50.00.

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

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

**Transaction limitations** – You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Fees and charges** – See current Schedule of Fees and Charges.

#### **SHARE DRAFT (CHECKING) ACCOUNTS**

**Overdraft Protection** – Whenever a Share Draft (check) is presented against insufficient funds, we will automatically transfer funds from your Share Savings account in an amount equal to the amount needed to pay the presented Share Draft (check) if you have a Share Savings account and if there are

sufficient funds available. An overdraft transfer fee is assessed each time an overdraft transfer is executed. Please see current Schedule of Fees & Charges.

**Overdraft Protection Via Courtesy Pay** – Courtesy Pay is another type of overdraft protection (with pre-approved limits), that qualifying members can receive. It is not a loan. Courtesy Pay will pay checks presented for payment against your account, even if those checks cause your account to become overdrawn.

Your account will be assessed a Courtesy Pay fee (See current Schedule of Fees & Charges) each time your account is overdrawn if the transaction results in a negative balance greater than \$20. The maximum number of fees charged in a day is five (5). You will be provided notification whenever Courtesy Pay is activated. You must repay the outstanding negative balance within 30 days to avoid termination of Courtesy Pay service or collection action. Failure to maintain your current address on file, can result in suspension or termination of Courtesy Pay services. Courtesy Pay **IS NOT** available on Business or Teen Checking Accounts. Under certain circumstance, Frontwave Credit Union reserves the right to decline overdraft protection via Courtesy Pay on items presented for payment. Courtesy Pay is also available for VISA Debit/ATM Card transactions. **However, you must provide affirmative consent (Opt In) to have Courtesy Pay overdraft services on VISA Debit/ATM Card transactions.** Affirmative consent can be provided in person, by phone, in writing or through online banking.

**Share Draft (Check) Re-presentation** – Checks (Share Drafts) presented against an account without sufficient funds will be subject to a Non-Sufficient Funds fee. All such checks (Share Drafts) will be held for one day and re-presented for payment. Should sufficient funds be available, the item will be paid and a Re-presentation Fee will be assessed. Please see current Schedule of Fees & Charges. If there are not sufficient funds to pay the re-presented Check (Share Draft) the item will be returned unpaid without any additional fees.

#### **PRIMARY CHECKING IS A “NON-INTEREST” BEARING CHECKING ACCOUNT**

**Minimum balance requirements** – The minimum balance required to open this account is \$15.00

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

**Overdraft Protection** – This account may benefit from Overdraft Protection via Share Savings, LOC or VISA Credit Card and Courtesy Pay.

#### **DIVIDEND CHECKING IS AN INTEREST BEARING CHECKING ACCOUNT**

**Rate Information** – Current rate information is available at [frontwavecu.com](http://frontwavecu.com) or by request. The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors.

**Compounding and crediting** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** – For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements** – The minimum balance required to open this account is \$15.00. You must maintain a minimum daily balance of \$1,500.00 in your account to avoid a low balance fee. If, during any month, your account balance falls below the required minimum daily balance your account will be subject to a low balance fee once for that month (see current fee schedule). This fee will be waived for members 55 years of age or older.

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

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

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

**Overdraft Protection** – This account may benefit from Overdraft Protection via Share Savings, LOC, VISA Credit Card and Courtesy Pay.

**SHARE CERTIFICATES Rate Information** – Current rate information is available at [frontwavecu.com](http://frontwavecu.com) or by request.

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

**Crediting frequency** – Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

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

**Minimum/Maximum Deposit/Balance Requirements – Share Certificate:** The minimum balance required to open a Share Certificate account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**General transaction limitations** – After the certificate account is opened, you may not make deposits to the certificate account during the term, unless the type and term of the certificate, allows you to make additional deposits. **You may NOT make withdrawals of principal from your certificate account before maturity.** Withdrawal of principal will require closure of the certificate. You can only withdraw dividends credited during the term and/or before maturity of the certificate account without penalty. You can withdraw dividends anytime during the term after dividends have been credited to the certificate account.

**Time requirements** – Your certificate account will mature as noted in the written Certificate Receipt.

**SAVER'S CERTIFICATE Rate Information** – Current rate information is available at [frontwavecu.com](http://frontwavecu.com) or by request.

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

**Crediting frequency** – Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

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

**Minimum/Maximum Deposit/Balance Requirements** – The minimum balance required to open a Saver's Certificate account is \$100.00. The maximum to open a Saver's Certificate is \$500.00. The minimum monthly deposit for the Savers Certificate is \$10.00 per month, the maximum monthly deposit to a Saver's Certificate is \$500.00. You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** – Dividends are calculated by applying a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** – Dividends will begin to accrue on the business day you place noncash items (For example: checks or direct deposit) to your account.

**General transaction limitations** – After the certificate account is opened, you may not make deposits to the certificate account during the term, unless the type and term of the certificate, allows you to make additional deposits. **You may NOT make withdrawals of principal from your certificate account before maturity.** Withdrawal of principal will require closure of the certificate. You can only withdraw dividends credited during the term and/or before maturity of the certificate account without penalty. You can withdraw dividends anytime during the term after dividends have been credited to the certificate account.

**Time requirements** – Your certificate account will mature as noted in the written Certificate Receipt.

**EARLY CERTIFICATE WITHDRAWAL PENALTIES** – A penalty may be imposed for certificate accounts that are withdrawn before maturity. The penalty that may be imposed can be the greater of:



- seven (7) days dividends, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six (6) days after the account is opened or renewed, or
- a dividend penalty based on the date of early withdrawal, the term of the certificate and the type of certificate. Specific penalty information is available on your Certificate Receipt.

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

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

**Automatically renewable account** – Certificate Account will automatically renew at maturity, unless the type and terms of the Certificate Account state otherwise. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the Certificate Account at maturity. If you prevent renewal, dividends will not accrue after final date of maturity. Certificate Accounts that renew automatically will have the same terms as the original Certificate Account terms, beginning on the maturity date. The dividend rate will be the current rate being offered for the same type, terms and other features as the original Certificate Account, unless stated otherwise. There is grace period of seven (7) calendar days after the date of maturity to withdraw the funds in the account without being charged an early withdrawal penalty.

#### **COMMON FEATURES**

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

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

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

**Your account may be subject to various service fees and charges. These fees and charges are subject to change. The current Schedule of Fees & Charges is available at [frontwavecu.com](http://frontwavecu.com) or by request.**

#### **FRONTWAVE CREDIT UNION**

1278 Rocky Point Dr.  
Oceanside, CA 92056

Local: 760.631.8700

FAX: 877.789.7628

International: 760.631.8700

Member Solution Center: Toll Free 800.736.4500

Express Line:

Local 760.631.8799

Toll Free 800.829.7676

