



**ACCOUNT DISCLOSURES & AGREEMENT**  
**ELECTRONIC TRANSFERS – FUNDS AVAILABILITY – TRUTH IN SAVINGS – PRIVACY NOTICE**  
**EFFECTIVE: July 2022**

**TERMS AND CONDITIONS OF YOUR ACCOUNT AGREEMENT** – This Account Disclosures & Agreement ("Agreement"), 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. This Agreement covers your rights and responsibilities concerning your account and the rights and responsibilities of Frontwave Credit Union (Frontwave or Credit Union). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. As used in this Agreement the words "we," "our," "us", "Frontwave" and "Credit Union" mean Frontwave Credit Union and the words "you" and "your" means anyone who signs a signature card, account change card, or any other account opening document, or for whom membership, and/or service requests are approved through the Credit Union's online authentication process. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular. Your account type(s) and ownership features are designated by you on the Membership Signature Card or through Frontwave's online authentication process. 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 Fees and Charges. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, California laws and regulations, local clearinghouse rules, as amended from time to time.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – 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 you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**WAIVER OF RIGHTS** – We can delay enforcing any of the provisions under this Agreement or the law any number of times without losing our right to enforce them at a later date.

**USE OF HEADINGS** – Our use of headings or titles of the various sections and paragraphs in this Agreement are intended solely for convenience or reference and are not intended and shall not be deemed for any purpose whatever to modify or explain or place any construction upon any of the provisions of this Agreement.

**MEMBERSHIP ELIGIBILITY** – To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share). You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**PERSONAL ACCOUNTS** – If your account type is personal (individual or joint), you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our system unless we are notified that the most current signature card and the system contains different information.

**INDIVIDUAL ACCOUNTS** – When only one person is listed as the owner of an account, we will treat the account as an individual account. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**JOINT ACCOUNTS** - If your account is owned jointly, then all funds on deposit are owned by any of the joint owners. We can release or pay any amount on deposit in a joint account to any owner. We can honor checks, withdrawals, orders or requests from any account owner. All account owners are liable to Frontwave for any overdrafts that may occur on an account, regardless of whether or not a benefit occurred. Any owner may provide Frontwave written notice to freeze funds on deposit and we may, at our option, honor such written request. If we do, then the account will remain frozen until we receive subsequent written notice signed by all owners of the account as to a disposition of funds on deposit. Any funds on deposit may be utilized to satisfy any debt or garnishment of any owners of the account. It is the responsibility of joint account owners to determine any legal effects of opening and maintaining a joint account.

**TRUST ACCOUNTS** – 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.

**TOTTEN TRUST ACCOUNTS** – If two or more of you create this type of 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.

**OTHER FIDUCIARY ACCOUNTS** – If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account.

**POD DESIGNATIONS** - A Payable on Death (POD) designation is an instruction to Frontwave that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Such designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**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.

**KIDS/TEEN ACCOUNTS** – A kids account is an account for children ages 0-17. The child 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 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 assumes all responsibility and is liable for the account. The parent or legal guardian/joint owner is responsible for any losses that may occur on the account. Minors will not be held responsible for any losses that may occur on the account. The adult owner must be cleared through ChexSystems in order to qualify for a checking account. 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 is the only one who can initiate the checking account and order or reorder checks. The adult 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. Once the minor reaches the legal age of 18, a new Member Signature Card shall be signed. In addition, the standard VISA Debit/ATM Card will be issued at the time the minor turns 18. The adult owner will continue to remain liable for all balances, transactions and fees associated with all related share, checking, or VISA Debit/ATM Card, as long as they are an owner on the account.

**POD/BENEFICIARIES** – If you establish your account with one or more beneficiaries, we will pay the beneficiaries in equal shares unless otherwise designated. If we receive proof that you've died, we will pay the balance of the account to the beneficiary/beneficiaries that you designated. Any POD designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

**POWER OF ATTORNEY** – A power of attorney is a document you sign that authorizes someone else, called an agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them. An agent's power of attorney on an account is terminated when the account owner dies.

**ATTORNEY FEES/COLLECTION COSTS** – As permitted by law, you agree to pay all 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. Any legal process against the account(s) is subject to our lien and security interest.

**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 Agreement and the Fees and Charges Schedule. 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 your account and agree that any such shortages can be deducted directly from the account balance whenever sufficient funds are available. This includes liability for our costs to collect the deficit amount including, to the extent permitted by law, our reasonable attorneys' fees.

**TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** – You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**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 made by mail or through an outside depository channel 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 additional Terms and Conditions applicable to mobile/remote deposits.

**UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** – You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**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. We will charge a fee for each stop payment order you give. See Fees & Charges Schedule. A stop-payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that 14-day period. The stop-payment order may be renewed in writing for an additional six (6) month period.

**TELEPHONE TRANSFERS** – You may transfer funds to and from accounts which you are an owner.

**INACTIVE ACCOUNTS** – If your account has had no activity for at least six (6) months, has less than a \$50.00 aggregate balance and you do not open any loans, it can be assessed an "Inactive Account Fee" as disclosed in Fees & Charges Schedule (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, as permitted by law. 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.

**CONSENT TO CONTACT** – When you check the box on the Membership Signature Card in the authorization section, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your Frontwave account(s), including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 1278 Rocky Point Drive, Oceanside, California 92056 or via phone at 760.631.4500 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. You agree to notify us of any change to the wireless telephone number(s) which you have provided to us. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**LIMITATION OF TIME TO COMMENCE ACTION** – Any action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

**ACCOUNT TRANSFER** – Your 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 your 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 your 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.

**NEGATIVE INFORMATION NOTIFICATION** – Frontwave may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report.

**SUSPENSION OF SERVICES** – We have the right to suspend the benefit of any Frontwave service at any time for reasonable cause.

**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."

**OVERDRAFTS** - An "Overdraft" occurs when there is not enough available balance in your account at the time a transaction is presented to us for payment. Overdrafts may be caused by checks, Automated Clearing House (ACH) payments, ATM withdrawals and transfers, bill payments, debit card payments and other electronic payments.

Should an overdraft occur and you have signed up for Overdraft Protection, then we will first attempt to authorize and pay the item by transferring funds to your Checking Account from an approved Overdraft Line of Credit, a Visa Credit Card account, or a Frontwave Savings Account. You will be charged fees for transfers from savings and interest on funds advanced from an Overdraft Line of Credit or Visa Credit Card account but Overdraft Protection is less expensive than paying fees for overdrafts as described next.

If you have not signed up for Overdraft Protection or funds are not available under the terms of your selected Overdraft Protection plan when a transaction is presented to us, then we may either reject the transaction or we may, at our discretion, elect to pay it using our Standard Overdraft Practices, which are called Courtesy Pay or Debit Card Protection. Courtesy Pay and Debit Card Protection are available up to specified limits, depending on the type of account you have with Frontwave.

Courtesy Pay applies when we pay overdraft checks, Automated Clearing House (ACH described below) transactions, bill pay and recurring debit card transactions. Debit Card Protection applies when we elect to pay overdraft nonrecurring or one-time debit card payment transactions and ATM withdrawals. Please note that [for consumer accounts] you must affirmatively consent to Debit Card Protection. Without your consent, we may not authorize one-time debit card transactions or ATM withdrawals that will result in insufficient available balance in your account.

If we authorize any type of payment transaction and there is insufficient available balance at the time it is posted to (paid from) your account, then we will charge you an Overdraft Fee. If we decline to pay a check, ACH or bill pay transaction, then the attempted payment will be returned unpaid and you will be charged a Returned Item (NSF) Fee. You will not be charged any fees if we decline to authorize a debit card payment or ATM withdrawal. Overdraft and Returned Item Fees are described in our Schedule of Fees and Charges, which is updated periodically and is incorporated into this Agreement.

Note: Check and ACH payment transactions that are returned unpaid may be presented to us again by a third party merchant for payment multiple times. You may be charged a Returned Item (NSF) Fee or Overdraft Fee each time a transaction is presented for payment, even if it was previously rejected and a fee was previously charged.

The following is important information regarding your account balances, how transactions are authorized and posted to your account, and when an Overdraft or Return Item (NSF) Fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call 800.736.4500 or 760.631.8700.

**Your Checking Account Balance.** Your checking account has two balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, on our mobile banking app, at an ATM, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you (see Your Ability to Withdraw Funds below), less payment transactions that have "posted" to and have been paid from your account. Thus, while the term "actual" may sound as though the number you see is an up-to-date display of what you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40. Your actual balance is the balance that appears on your periodic account statements.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the actual balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance also will be reduced by \$20.

We use available balance at the time transactions are presented to us to decide whether to authorize them for payment. We also use available balance **at the time transactions are posted and actually paid (not when they are authorized)** to decide whether to charge Overdraft Fees. The following example illustrates how this works:

Assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant charge is sent to us for posting, a check that you wrote for \$50 clears. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your actual balance was \$100. In this case, we may reject the check, in which case you will be charged a Return Item fee. If you are eligible for Courtesy Pay, then we may pay the \$50 check, but you will be charged an Overdraft Fee because your available balance was not sufficient at the time of payment to cover the check. **Also**, when the \$60 restaurant charge is later submitted to the Credit Union and posted to your account, you will not have enough money in your available balance because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was positive when it was authorized.

It is very important to 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 want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of the debit card transactions we have authorized. For example, if a merchant obtains our 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 must 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.

**How Transactions Are Posted To Your Account.** There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Most deposits are added to your account when we receive them. For some checks you deposit, only \$225 will be made available at the time of deposit. There may be extended holds on checks for other reasons. For details on the availability for withdrawal of your deposits, see the Funds Availability section of this Agreement.

**Debits.** There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and posted to your account each day. We process check payments in check number order.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and in the order they are presented to us in each file.
- **ATM Withdrawals and Transfers.** Withdrawals from or payments you initiate through an ATM are posted to your account in real time when they are executed.
- **Point of Sale (POS) Debit Card PIN Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from

your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card that are processed through the Visa or MasterCard networks. You are typically asked to sign for these purchases like a credit card purchase. As described above, a merchant may seek prior authorization for a signature debit card transaction. When that happens, we generally reduce your available balance (but not your actual balance) by the amount authorized. We refer to this as an "authorization hold." Authorization holds are processed as received throughout the day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for posting to your account. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. Conversely, a gas station, hotel or rental car company, or other retail establishments may seek authorization in excess of the final payment amount. We cannot control how much a merchant asks us to authorize, or when and in what amount a merchant submits a transaction for payment. The fact that we put an authorization hold on your available balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that we have authorized a transaction and the Credit Union is therefore obligated to pay it when presented.
- Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership. Nonrecurring transactions are one time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or nonrecurring transaction. We will rely on how the merchant characterizes the transaction for purposes of processing it and your only recourse for an improperly coded transaction is with the merchant who submitted it to us.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one Overdraft or Returned Item Fees if we pay multiple transactions when your account is overdrawn. You can be charged at most five Overdraft and/or Returned Item Fees per calendar day.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT 800.736.4500 or 760.631.8700.**

We will decide to pay overdrafts on a case-by-case basis, in our sole and absolute discretion. Even though we may have paid Overdrafts in the past, we are not obligated to continue doing so.

For your overdrafts cleared, you promise to immediately pay us all sums, including the fees and charges for this service advanced to you or any other person you permit to use your checking account and/or who causes an overdraft on your checking account.

We may terminate or suspend the Courtesy Pay and/or Debit Card Protection services at any time without prior notice. In no event shall any termination of these services relieve you of your obligation to repay the amount of any overdraft in your account plus Courtesy Pay and Returned Item Fees.

**PLEDGES** – Unless we agree otherwise in writing, each owner of your 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 of California. If you originate a fund transfer 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 National Automated Clearing House Association (NACHA) rules. These rules provide, among other things, that payments made to you or originated by you, are provisional until final settlement is 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. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**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.

**BUSINESS DAYS**– Every day is a business day except Saturday, Sunday, and holidays.

**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 in this Agreement 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.

**ARBITRATION** – You and the Credit Union agree that we shall first attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Provision"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the date the Terms and Conditions were provided to you, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. As a result if either you or we elect to resolve a particular claim through arbitration, you will give up your right to go to court to assert or defend your rights under this Account Agreement (except for claims brought individually within small claims court jurisdiction, so long as the claim remains in small claims court). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

- a. Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- b. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees. Nothing contained in this Arbitration Provision shall prevent either You or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Any determination as to whether this Arbitration Provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined exclusively by the Court.
- c. Class Action Waiver.** Any arbitration of a Claim will be on an individual basis. You understand and agree that you are waiving the right to participate as a class representative or class member in a class action lawsuit or bring a Claim on behalf of any other persons or a class.
- d. Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, please visit AAA's website, [www.adr.org](http://www.adr.org) or call AAA at (800) 778-7879.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**GOVERNING LAW** — Except as provided in the Arbitration Provision of this agreement, this Agreement is governed by Frontwave's bylaws, federal laws and regulations, California state laws and regulations, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which Frontwave is located.

**SEVERABILITY** - Except as provided in the Arbitration Provisions set forth in the Arbitration clause of this Agreement, if a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**ELECTRONIC FUND TRANSFERS (EFTs)** – If approved, you may conduct one or more EFTs offered by us. The Electronic Fund Transfers section covers the rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by us. By signing an application or account card for EFT services, signing your card, or using any service, each account owner, agrees to the clauses below and any amendments for the EFT services offered. Electronic Fund Transfers are electronically initiated transfers of money from your account through any of the EFT services mentioned below.

**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 760.631.8799 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 your credit union 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 \$800.00 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). Thus, you may be charged a balance inquiry fee and a withdrawal fee at an out-of-network ATM even though you only used your debit card once at the ATM. Some of these services may not be available at all terminals:

**Types of ATM Point-of-Sale (POS) Transactions.** You may access your checking 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 \$3000 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 \$5000. **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 twenty (20).

**Foreign Transactions and Charges.** Transactions made in foreign countries will be billed or debited 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 currency rate used by the card processor is the rate for the applicable currency on the date the transaction occurred. In some limited situations, where there may be a delay, the currency conversion rate may be on the date the transaction is processed.

See the current Fees & Charges Schedule for the fee that will be charged on all foreign transactions. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**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

Access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be shared or disclosed.

You are responsible for safekeeping your access codes.

**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 EFTs.

**ATM Operator/Network Fees** – When you use an ATM not operated 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). You may be charged multiple fees for multiple transactions during the same session (balance inquiry and cash withdrawal).

**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 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 us at 800.736.4500 or write us at 1278 Rocky Point Drive, Oceanside, California 92056 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 fourteen (14) days after you call. We will charge a fee for each stop-payment order you give (See current Schedule 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, 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.
- **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.

**UNAUTHORIZED TRANSFERS (a) Consumer liability.**

- **Generally.** Tell us AT ONCE if you believe your card and/or personal identification number and/or password has been lost or stolen. Telephoning is the best way of limiting your possible losses. You may contact us at 800.736.4500 or you may block your card twenty-four (24) hours a day, seven (7) days a week via the Express Line at 800.829.7676. If you tell us within 2 business days after you learn of the loss or theft of your card and/or personal identification number and/or password, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or personal identification number and/or password, and we can prove that we could have stopped someone from using your card and/or personal identification number and/or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by your card and/or personal identification number and/or password or other means, tell us at once.

**Your Liability for Lost, Stolen or Unauthorized Transactions Involving Automated Teller Machine (ATM) Cards**

Tell us AT ONCE if you believe your ATM and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic 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 two (2) business days, you can lose no more than \$50 if someone used your ATM Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or PIN, and we can prove that we could have stopped someone from using your ATM Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

**Your Liability for Lost, Stolen or Unauthorized Transactions Involving Debit Cards**



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 Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid 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 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.

#### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call us at 800.736.4500 or write us at 1278 Rocky Point Drive, Oceanside, California 92056 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.

- (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 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

**FRONTWAVE CREDIT UNION CARD SERVICES CONTACT INFORMATION** – 1278 Rocky Point Dr., Oceanside CA 92056 - Phone: 866.309.4934 domestic or 303.967.1096 international

**FUNDS AVAILABILITY NOTIFICATION** - The below statements 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. We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fees and Charges Schedule, even if doing so causes your account to become overdrawn.

For determining the availability of your deposits, our business days are every day except Saturday, Sunday, and holidays. If you make a deposit 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 5:00 or on a day we are not open, we will consider that the deposit was made on the next business day we are open. 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 \$225 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 \$225 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 \$225 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 working directly with 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 before you make a deposit.

**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 \$5,525 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.

**One-Day Extensions:** Frontwave may extend, by one business day, any of the holds described. If an extension of one day is deemed appropriate, Frontwave must make available \$450 of the held deposit not later than 5:00pm PST of the day funds would have been made available according to the dollar amounts outlined above. The \$450 is in addition to the \$225 required to be made available the business day following the day of deposit.

**SPECIAL RULES FOR NEW ACCOUNTS** – If you are a new member, the following special rules will apply during the first thirty (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 \$5,525 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 \$5,525 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 \$5,525 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**

**RATE INFORMATION** — Please see our Rate Schedule for our current rate information. To obtain another copy, visit our website at [frontwavecu.com](http://frontwavecu.com) or call us at 800.736.4500. The dividend rate and annual percentage yield may change at any time, as determined by the credit union Board of Directors. The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

**COMPOUNDING AND CREDITING** – Dividends will be compounded every month. Dividends will be credited to your account every month.

**DIVIDEND PERIOD** - The dividend period is monthly, unless indicated otherwise. 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.

**ACCOUNT TRANSACTION LIMITATIONS** — None, unless indicated by product below.

**FEES** — See separate Fees & Charges for a listing of fees and charges applicable to your account(s) unless indicated below.

**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.

**ACCUAL OF DIVIDENDS ON NONCASH DEPOSITS** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### **Specific Terms Applicable to Share/Savings (including Teen & Kids) Accounts**

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement, Rate Schedule.

Minimum Balance Requirements. The minimum balance required to open this Account is \$5. There is no minimum balance required to earn dividends.

#### **Specific Terms Applicable to Primary Checking & Teen Checking Accounts**

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. There are no minimum balance requirements for this Account.

#### **Specific Terms Applicable to Dividend Checking Accounts**

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement, Rate Schedule.

Minimum Balance Requirements. \$1500 daily balance required to earn dividends.

Fees and Charges. This account may be subject to a \$5 monthly service fee if the minimum daily balance is not maintained.

#### **Specific Terms Applicable to Money Market Accounts**

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement, Rate Schedule.

Minimum Balance Requirements. The minimum balance required to open this Account is \$2,500. There is no minimum balance required to earn dividends.

#### **Specific Terms Applicable to IRAs**

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the separate account disclosure rate supplement, Rate Schedule.

Minimum Balance Requirements. The minimum balance required to open this account is \$50.00. There is no minimum balance required to earn dividends.

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.

#### **Specific Terms Applicable to Certificates of Deposit**

Minimum Balance Requirements. 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 provided to you when you open the certificate.

#### **Specific Terms Applicable to Saver's Certificates**

Minimum 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.

**Time requirements** – Your certificate account will mature as noted in the written Certificate Receipt provided to you upon opening.

**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.

Exceptions to Penalties. In certain circumstances such as the death or incompetence of an owner of the Certificate Account, the law permits, or in some cases requires, us to waive 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 Accounts 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.

**Your account may be subject to various service fees and charges, which was provided to you at the time you opened your account. These fees and charges are subject to change. The current Fees & Charges Schedule is available at [frontwavecu.com](http://frontwavecu.com) or by calling 800.736.4500, or writing us at 1278 Rocky Point Drive, Oceanside, California 92056.**

**FRONTWAVE CREDIT UNION**  
**1278 Rocky Point Dr.**  
**Oceanside, CA 92056**

800-736-4500	Member Solution Center	Toll Free	Mon – Fri 7am – 6pm Sat 9am – 4pm
760-631-8700	Member Solution Center	Local	Mon – Fri 7am – 6pm Sat 9am – 4pm
800-829-7676	Express Line	Automated	24/7
760-631-8799	Express Line	Local Automated	24/7
844-699-2102	Bill Pay Support line	Automated	
866-309-4934	Visa Card Support	Domestic	24/7
303-967-1096	Visa Card Support	International	24/7

**Federally Insured by NCUA.**

