TRAVIS
CREDIT UNION

P.O. Box 2069
Vacaville, California 95696
(707) 449-4000 • (800) 877-8328

Business Membership Agreement and Disclosure

Welcome to Travis Credit Union!

Thank you for becoming a member of Travis Credit Union (the “Credit Union”) and allowing us to serve your business needs. By signing the business account application/signature card and depositing money in an account, you and the Credit Union agree to the applicable terms and conditions contained within this agreement and disclosure, and any accompanying disclosures and amendments thereto. All fees and charges which apply to your account(s) are disclosed in the Credit Unions Business Account Fee Schedule which is provided with this agreement.

The following terms and conditions governing your account(s) constitute a mutually protective service agreement between you and the Credit Union. This agreement and disclosure supplement the terms and conditions in other disclosures, which are included for reference. All transactions covered by this agreement are also subject to the terms and conditions of your individual account agreements with us.

You will receive an Initial Account Disclosure which explains specific account terms and conditions such as required deposit amount, dividend rate and Annual Percentage Yield (APY) and includes information about rates and how such rates are determined. Keep this agreement, the Business Account Fee Schedule, Initial Account Disclosures and other specific disclosures with your permanent documents. You will receive periodic statements which will provide you with the status of your accounts. The words “you,” “your” and “yours” mean each and all of those who sign an account signature card or you, the Member, as applicable. The words “we,” “us,” “our” and "Credit Union" mean Travis Credit Union.

The person, business, organization, association, sole proprietorship, corporation, LLC, or partnership in whose name the account is held (the “Member”) and the authorized signers on the account signature card agree to conform to the bylaws of the Credit Union and agree to the terms, conditions and fee schedules established by the Credit Union for any accounts established by the Member.

You agree to give the Credit Union advance written notice of any change in your form of ownership. You further represent that all documents delivered to the Credit Union in connection with the account are true, accurate, complete, and will be kept up-to-date and may be conclusively relied upon.

BUSINESS ENTITIES

Sole Proprietorship Accounts

A sole proprietorship is the simplest and most common form of a business entity. It consists of one individual (or a married couple) in business for him or herself. Legally the sole proprietor and his or her business enterprise are one entity. There is no legal distinction between personal debt and business debt. A sole proprietor is treated as an individual and must be within the field of membership.

The Credit Union classifies all sole proprietorship accounts as either individual or joint accounts. All joint accounts are classified as Joint Tenancy with Rights of Survivorship.

A joint sole proprietorship account is in the names of two married individuals who have undivided ownership with the right of survivorship. Should any joint account owner die, the other account owner will automatically own all monies in the account which will not be subject to the terms of a will or probate proceeding on the estate of the deceased. If any joint account owner dies, the Credit Union should be notified in writing as soon as possible and a certified copy of a Death Certificate provided.

Any one of the joint account owners has the power to act in all matters relating to the account such as deposits, withdrawals and pledge of account as security on a loan. However, no joint owner of an account may vote or obtain loans individually unless they are a member of the Credit Union in their own right.

If you are a sole proprietor, you agree upon your death that your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer on your account, provided the Credit Union has not received written notification of your death.

If you are doing business under a fictitious name, you represent and agree that you have properly filed all documents required by California state law.

To establish a sole proprietorship account, the Credit Union requires copies of the following documents as applicable: (1) a Fictitious Business Name Statement filed within the last 5 years in the county in which business is conducted, and (2) a Social Security Number or Employer Identification Number (SSN/EIN).

Partnership Accounts

A partnership is an association of two or more persons who are co-owners of a business for profit. A partnership may exist under a written or oral agreement or through an implied agreement. Partnerships are more stringent business organizations than sole proprietorships and each partner can be held liable for the partnership debt in the event of default.

Each partner must be within the field of membership.

If you are a partnership, including a limited partnership, limited liability partnership (LLP) or joint venture, you agree that the account is payable only to or on the order of the partnership, LP, LLP or joint venture and not to any individual partner. However, a partner may be a payee on a check or other item drawn on the account. On any transactions involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the certificates or resolution to act on behalf of the partnership, LP, LLP or joint venture.

To establish a partnership account, the Credit Union requires copies of the following documents as applicable: (1) an executed Partnership Agreement signed by all partners, (2) a Fictitious Business Name Statement filed within the last 5 years in the county in which business is conducted, (3) a filed Certificate of Limited Partnership (CA SOS Form LP-1)* or filed Application to Register Limited Liability Partnership (CS SOS Form LLP-1)** as appropriate, and (4) an Employer Identification Number (EIN).

*A limited partnership must include “Limited Partnership” or “LP” in the account title.

**A limited liability partnership must include "Limited Liability Partnership" or “LLP” in the account title.

Corporate Accounts

A corporation is a legal entity entirely separate from its shareholders or officers. Generally documents executed by the officers, in their capacity as officers, only obligates the corporation and do not obligate the shareholders or the officers individually, even if the officer is the sole owner of the corporation.

Each shareholder must be within the field of membership.

If you are a corporation you agree that the account is payable only to or on the order of the corporation, except as there may be a payee on a check, or other item drawn on the account, to any individual director, shareholder or member thereof.

On any transaction involving the account the Credit Union may act upon the instructions of the person(s) authorized in the resolution to act on behalf of the corporation. You agree that the Credit Union is not obligated to cash checks payable to you or to accept "less cash" deposits.

To establish a corporate account, the Credit Union requires copies of the following documents as applicable: (1) filed Articles of Incorporation, (2) Corporate By-Laws (if available), (3) a Fictitious Business Name Statement (if applicable) filed within the last 5 years in the county in which business is conducted, and (4) an Employer Identification Number (EIN).

Limited Liability Company (LLC)

A Limited Liability Company (LLC) is a legal business entity separate from its members and managers. LLCs also offer certain liability and tax benefits. LLCs consist of Members and Managers, who may be the same person or people. Management of the LLC is chosen by their membership.

If you are an LLC, you agree that the account is payable only to or on the order of the LLC and not, except as they may be a payee on a check or other item drawn on the account, to any individual member, manager, or officer thereof.

On any transaction involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the resolution to act on behalf of the entity. You also agree that the Credit Union is not obligated to cash checks payable to you or to accept “less cash” deposits.

To establish an LLC account the Credit Union may require copies of the following documents as applicable: (1) filed Articles of Organization, (2) LLC Operating Agreement (if available), (3) a Fictitious Business Name Statement (if applicable) filed within the last 5 years in the county in which business is conducted, and (4) an Employer Identification Number (EIN).

Non-Profit Unincorporated Association Accounts

Such an account is usually issued in the name of a club or league. We reserve the right to require the governing body of the club or league to give us a separate authorization telling us who is authorized to act on its behalf. We will honor such an authorization until we receive written notice of a change in authorization from the governing body. The signers on this account represent that they are authorized to enter into this agreement to open the account.

Each member of the association must be within the field of membership.

You agree that the account is payable only to or on the order of the association and not, except as they may be a payee on a check or other item drawn on the account, to any member thereof. On any transaction involving the account, the Credit Union may act upon the instructions of the person(s) authorized in the documentation to act on behalf of the association. You agree to give us advance written notice of any change in your authorization. You also agree that the Credit Union is not obligated to cash checks payable to you or to accept "less cash" deposits.

To establish a Non-Profit Unincorporated Association Account the Credit Union requires copies of the following documents as applicable: (1) filed Articles of Organization or Registration of Unincorporated Non Profit Association or Unincorporated Association, (2) governing documents stating elected officers signed and dated by the secretary, (3) an Employer Identification Number (EIN). If the Non-Profit Organization is incorporated, please use the Corporation document listing.

Authorized Signers

The Credit Union may rely upon any signature on the business account application or signature card (an “authorized signer”) in the payment of funds and in all other transactions and instructions in connection with an account. Payment to any one of the authorized signers shall be valid and shall discharge the Credit Union from any further liability for such payment. All members agree to sign a new business account application upon request. The member may add, remove or change the status of authorized signers after compliance with applicable Credit Union procedures and upon presentation of the appropriate form required by the Credit Union.

Such action must be executed in writing by the member and shall not effect transactions made within two (2) business days of receipt of notice by the Credit Union. If an authorized signer is deleted from the account, any checks in the signers possession that are presented for payment may be honored by the Credit Union. Accordingly, the member shall be solely responsible for recovering any checks in the possession of the signer whose name is deleted from the account signature card.

The Credit Union does not accept accounts which require two signatures on checks or withdrawals or other instructions. Each joint account owner shall have equal access to the account.

The use of a Personal Identification Number (PIN) or other authorized device by which funds in the account may be accessed by you, such as by ATM Card, VISA® Check Card with ATM access, audio response service, or Internet banking service, shall have the same force and effect as your signature. If you authorize us to issue a duplicate ATM Card or VISA Check Card to someone, or if you give your Card or PIN to another person, you are authorizing that person to withdraw funds and perform other transactions on your account(s) covered by this agreement, regardless of any limits to which you and the authorized user have agreed. Furthermore, you understand that you will be legally responsible for any transaction that person initiates. This rule also applies to any other electronically initiated transfers of funds service that may become available in the future.

We have no duty or agreement to monitor or ensure that the acts of the authorized signers are for your benefit. You agree that the Credit Union may honor and charge against your account any items signed (electronically or otherwise), drawn, accepted, endorsed or authorized by an authorized signer without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such items are payable or endorsed.

You understand that the terms of this agreement apply to any authorized signer and you agree that you are responsible for any transactions involving your account that are performed by an authorized signer.

Facsimile Signatures

If you authorize the Credit Union to honor a facsimile signature, you agree that you shall have the sole responsibility for maintaining security of any such facsimile signature or device and you shall bear the entire risk of unauthorized use thereof whether or not you are negligent.

You agree that a facsimile signature that we have been authorized to honor or that you have used will not be considered a forgery, unauthorized signature or endorsement, whether or not you have been negligent.

You also agree that we may 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) have been affixed, so long as they resemble the facsimile signature filed with us.

You further agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability or expense, including attorneys' fees, which you may suffer or incur as a result of the unlawful or unauthorized use of any facsimile signature.

MEMBERSHIP REQUIREMENTS

Travis Credit Union is a not-for-profit, full-service, cooperative financial institution owned and directed by its members. It is chartered and regulated by the California Department of Financial Institutions and is insured by the National Credit Union Administration, (NCUA), an agency of the federal government.

Membership is open to everyone who lives, works, attends school or worships in Alameda, Colusa, Contra Costa, Merced, Napa, Placer, Sacramento, San Joaquin, Solano, Sonoma, Stanislaus or Yolo Counties in California. Business membership is conditioned upon the business owner or the business being located and doing business in one of our eligible counties. Business membership may be at the discretion of the Credit Union.

Membership is open to active duty and retired military, civilian personnel stationed at Travis Air Force Base, select employee groups, as well as relatives of a primary member in good standing currently maintaining an account with the Credit Union. Family members include spouse, children, sisters, brothers, parents, grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews, mother/father-in-law, sister/brother-in-law, step-family, foster and adopted children, and the surviving spouse of a person who was a member at time of death, all regardless of residency.

If you are unsure about your eligibility, or if you have additional questions, please call us at (707) 449-4000 or (800) 877-8328.

You must maintain a minimum of one $5 share investment in the Credit Union to retain your active membership. If for any reason your share investment drops below $5, you may be denied other membership services, such as a line-of-credit or other loan advances.

Any member whose share account falls below the required minimum share balance and who has no outstanding loan balance may be transferred to an inactive member status. Such members, even if initially qualified to vote, shall have no voting rights and no right to notice of members meetings. Such inactive members shall not count as members for determining quorums or required votes and need not be sent annual reports or financial statements except upon request. When an inactive member increases his or her share balance to the required minimum share balance or borrows from the Credit Union, he or she shall cease to be an inactive member.

Identification

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account we will ask for your name, address, date of birth and other information that will allow us to identify you. We also require that you provide a valid drivers license or other identifying documents.

Account Verification through a Consumer Bureau

We will verify your application for membership through an account verification service and reserve the right to deny any application based on the information received through this service. If we deny your application, we will provide you with the name, address and telephone number of the account verification service which provided us with the information and any other information as required by applicable law.

Suspension and Denial of Services and Expulsion

The Credit Union reserves the right to suspend or deny services and may restrict access to Credit Union premises if: (1) you cause a loss to the Credit Union, (2) you habitually mishandle your account(s), (3) you are abusive or threatening toward Credit Union employees or members, (4) you deface, destroy or attempt to deface or destroy Credit Union property, (5) you have been convicted of a criminal offense, (6) you fail to carry out your contracts, agreements or obligations with the Credit Union, or (7) you refuse to comply with the provisions of California Credit Union Law or the Credit Union's bylaws.

You warrant and agree that you will not use Credit Union accounts or services, included but not limited to loans, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. In addition, you authorize us to debit from your account without prior notice any costs, losses or expenses incurred by us as a result of your failure to comply with the terms of this agreement.

In addition you agree that we may terminate this agreement and any other service described herein at any time upon written notice.

You can terminate any of the services provided for in this agreement by notifying us in writing. If you ask us to terminate your account or the use of any service, you will remain liable for subsequent transactions performed to your account by you or any other parties authorized by you. Termination of this agreement will not effect your rights and responsibilities for transactions initiated before termination.

Pledges of Shares

You acknowledge and agree that you are pledging all or any part of the shares or funds in any accounts as collateral security for a loan or loans with the Credit Union. We reserve the right to exercise this pledge of shares or funds for liabilities owed to us against any account held by you individually or jointly with any other person(s) to the fullest extent permitted by law.

Federal Insurance - National Credit Union Administration (NCUA)

Generally, your accounts at the Credit Union are insured in the aggregate to $250,000 by the NCUA, a U.S. government agency. If you have questions about the protection on your accounts or the coverage, a NCUA brochure, which explains insurance coverage, is available at any branch office or by calling (707) 449-4000 or (800) 877-8328.

SUMMARY OF ACCOUNT TERMS AND CONDITIONS

The following is a summary of the terms and conditions on all accounts. Your accounts are governed by rules and regulations under federal law, California state law and the bylaws of the Credit Union.

Governing Law

This agreement is made in California and shall be governed by the laws of the state of California to the extent that California law is not inconsistent with controlling federal law. Californias “Choice of Law Rules” will not be applied if it would result in the application of non-California law.

Changes in Terms

The Credit Union reserves the right to change the terms and conditions of your account(s) and this disclosure at any time, including the Business Account Fee Schedule. We will notify you of any changes to such terms and conditions as required by applicable law.

Early Closure of Account

If you close your account within six (6) months of opening the account you will be charged an account closure fee. Please refer to the Business Account Fee Schedule.

Your Earnings

Our dividend rates are set by the Board of Directors, taking into consideration the cost of funds to the Credit Union and the current market place and can change at any time. Dividends are only paid out of current income and available earnings after required transfers to reserves are made.

Dividends begin to accrue on the business day you make a deposit regardless of whether the deposit is cash or non-cash, but do not accrue on the date of withdrawal for the amount of the withdrawal. Dividends are credited to your account(s) on a monthly basis on the first day of each month following the end of the dividend period. Please refer to the Initial Account Disclosures for comprehensive information including current rates, method of computation, Certificate Account rates and Annual Percentage Yield (APY) for all share accounts.

Monthly Transaction Activity

Business transactions should only be processed through the business checking account. If the share account or a money market account is also used for processing transactions, the business Checking Monthly Transaction Activity Allowance detailed in the Business Checking Account Disclosure will apply to the aggregate of transactions processed through all accounts in calculating per item charges in excess of transaction allowance.

Deposits and Withdrawals

Deposits can be made by direct deposit, automatic payroll deduction, automatic transfer, Travis Credit Union Call-24 Phone Banking, in person, by telephone or by mail. Telephone withdrawals will be made only by transfer into your Business Share Account, Business Checking Account or by Credit Union check payable to your business and mailed to your address on record. Preauthorized transfers to make regular loan payments are also possible and encouraged.

Processing of Negotiable Items

All items accepted for deposit will be handled by the Credit Union as agent for the member(s) and are subject to charge back or refund if final payment is not received in a form acceptable to the Credit Union. If a claim is made that an item has been altered, bore a forged or unauthorized endorsement or was otherwise un-payable after final payment has been made, the Credit Union may withhold the amount in question from your account until final determination of such claim is made.

The Credit Union reserves the right to accept or reject any item submitted for deposit or encashment that appears to be altered, non-negotiable, not payable to you or that we believe is invalid.

All items received and credited by the Credit Union are subject to final collection and receipt of proceeds credited to the account of the Credit Union. A copy of our Funds Availability Disclosure Brochure accompanies this agreement. Please review this document which explains when there may be a delay between the time you deposit funds and the time the funds are available for withdrawal.

Merchant Card Processing

To assist merchants with their card processing the Credit Union has arranged with a third-party electronic processor to offer merchant processing. The Credit Union offers this as a referral only and accepts no responsibility or liability for the service. Contracts and agreements are solely between the merchant and the third-party vendor and are strictly at the merchant's volition. For more information regarding this service please call Business Services at (707) 469-2042 or (800) 877-8328 ext. 62042#.

Acceptance of Fees and Charges

A current Business Account Fee Schedule is available to all members and accompanies this agreement. By opening an account with the Credit Union, you agree to accept the fees and charges as they apply to your account. The Credit Union reserves the right to change or amend the Business Account Fee Schedule at any time.

Inquiries

The Credit Union may make any inquiry it considers appropriate for the purpose of evaluating your account. This may include ordering a credit report. You authorize the Credit Union to perform a credit check or obtain a credit report at any time.

Right to Off-Set

Under certain circumstances the law permits the Credit Union to use funds in your account to off-set any debt you owe the Credit Union after giving you such notice as may be required by law. Any joint account shall also be available as an off-set against any debt owed the Credit Union by any member, individually or jointly.

Dormant Accounts

The California Unclaimed Property Law requires the Credit Union to surrender to the state any property, including the balance in any account if no activity occurs on the account within the time period specified by state law, generally three years. For certificate accounts this would be three years from initial maturity, and for Self-Employed Programs (SEP IRAs) three years after the member turns 70½ years of age. The legal term for this is “escheat.” An account escheats to the state if during the past three years none of the following occurred:

1. Member-generated deposits, withdrawals or account updates
2. Electronic or written correspondence from the member or legal representative
3. Interest in the account by the member evidenced by memorandum or other record on file with the credit union
4. The member has another account on which one of the above three conditions was met

As required by law, the Credit Union will attempt to notify each account holder, with a balance of $50 or more, in writing at least six (6) months to one (1) year prior to the time the account will escheat to the state. If we receive written or electronic notice from you before the escheat date, the account will be reactivated and not escheated.

Once an account has been turned over to the state, you may reclaim the funds by presenting adequate proof of ownership to the State Controllers office.

Legal Process

If the Credit Union is served with a legal process on your account, such as a tax levy, garnishment, court or similar order with which we must comply, we will notify you as required by law.

Power of Attorney

The Credit Union may be asked to honor instructions given by someone acting on behalf of a member under a Power of Attorney. Powers of Attorney will be accepted only where the sole proprietor is the principal appointing another to act on his or her behalf.

The Credit Union reserves the right to refuse to act upon these instructions if the Credit Union is not reasonably certain that the Power of Attorney is valid and covers the transaction(s) requested. However, you agree to hold the Credit Union harmless for any loss or damage you may incur as a result of our decision to follow the instructions given by the Power of Attorney, as long as the Credit Unions decision is made in good faith.

Change of Address

If you have not notified the Credit Union of a change in your mailing address, the items we mail to you may be returned to the Credit Union. Unclaimed returned mail will be destroyed after thirty (30) days.

Statements

All ACH, ATM, Check Card, Electronic Transfer or Call-24 transactions will be reported with your regular account activity on a statement mailed to your address on record. Please inform the Credit Union of any change to your mailing address.

If you have an active Business Checking Account you will automatically receive a statement each month, even if no ACH, ATM, Check Card, Electronic Transfer or Call-24 activity has occurred. Statements are typically mailed during the first ten (10) business days of the month. Electronic statements are typically posted by the second business day of the month. If you would like a statement prior to the time one is normally furnished, you may request a printout of your account history. The charge for this special printout service is listed on the Business Account Fee Schedule.

Terminating an Account

An account may be closed at any time by the member or the Credit Union. The Credit Union may close an account by mailing the account holder a notice or a check for the account balance.

Large Cash Withdrawal Notice

The Credit Union reserves the right to require two (2) business days advance notice for cash withdrawals over $5,000.00. This may be necessary to ensure availability of cash to all members.

Currency Transaction Reporting

Federal regulations require all financial institutions to report certain types of currency transactions to various federal agencies. These reports are designed to aid in the detection and control of currency flow generated from illegal activities.

Income Tax Reporting

In most cases, the Credit Union is required to report any dividend payments totaling $10 or more during the year to the IRS, the California State Franchise Tax Board and to you. If you do not provide the Credit Union with a correct taxpayer identification number or are not otherwise exempt from backup withholding, the IRS requires the Credit Union to withhold and pay a percentage of the dividends credited to your account. The percentage is an IRS requirement and subject to change at their discretion.

Notice of Withdrawal

Credit Union bylaws permit the right to require sixty (60) days written notice of your intention to withdraw or transfer shares.

ELECTRONIC FUNDS TRANSFERS

Electronic funds transfers (EFTs) are electronically initiated transfers of funds involving an account at the Credit Union. The following disclosure defines both parties rights and responsibilities. The abbreviation “PIN” or word “code” means a personal identification number. We will notify you of any changes to the information herein as required by applicable law.

Unlawful Activity

You agree not to use any financial service provided by Travis Credit Union, including without limitation any credit cards, debit cards, loan transactions, or share checking or savings accounts for any illegal or unlawful purpose. Any illegal or unlawful use of Travis Credit Union financial services by you may, at the option of the Credit Union, be deemed an event of default or breach of contract with respect to the service(s) in question and your use of such service(s) may be terminated or restricted. You agree to defend, indemnify and hold the Credit Union harmless from and against any and all claims, damages, lawsuits, liabilities, losses, injuries, and costs, including attorney fees, arising out of, caused by, or related to your unlawful or illegal use of Travis Credit Union financial services.

Illegal or unlawful use of Travis Credit Union financial services by you may also result in the suspension or termination of your Travis Credit Union membership.

ATM/Check Card

Authorized business account signers may make withdrawals by ATM Card at designated ATMs and authorized point-of-sale (POS) terminals, or with a Check Card at designated ATMs, POS terminals or VISA authorized merchants. The use of ATM Cards and Check Cards is governed by separate disclosures.

Personal Identification Number (“Password”)

You may change your Personal identification Number (PIN) or password after accessing Online Banking utilizing your “Call 24 PIN”. This number should be memorized and guarded. Your accounts can only be accessed through our Online Banking page by the use of this password. If you forget your password, contact the Credit Union and we will issue you a new one.

Password and Security

Bill Payment and other services can be set-up with your password. If you give or make available your password you may be obligated to pay any charges or amounts resulting from the use of your password by another person with your permission, whether or not the person stays within the limits set by you.

You could also be responsible for all bill payments set up by another to whom you gave your password. If you permit other persons to use your Online Banking service or other means to access your account, you are responsible for any transactions they authorize or conduct. If you believe that your password or other means to access your accounts has been lost or stolen or that someone may attempt to access your account without your consent or has transferred money without your permission, you must notify us at once by calling (707) 449-4000 or (800) 877-8328 from 8:00 a.m. to 7:00 p.m. (Pacific time) Monday through Friday and 9:00 a.m. to 5:00 p.m. (Pacific time) Saturdays, excluding holidays.

Please refer to the section entitled, “Your Liability for Unauthorized Transfers” for more information.

Electronic Presentment and Payment of Checks

Merchants may present your check electronically for payment instead of sending us the original paper check. They may also re-present your check electronically if it is returned unpaid due to non-sufficient funds (NSF). Generally, merchants who use electronic presentment will inform you when you make a purchase. We will debit your account when we receive the electronic check just as if we had received the original paper check.

Information provided to a merchant or other payee from your personal check, such as routing, account and serial numbers, may be used to convert your check to electronic form. This transaction is covered under the provisions and protections of the Electronic Fund Transfers Act, regardless of whether the check is blank, partially or fully completed, whether the check is presented in person, mailed, or sent to a lockbox, or whether the check is retained by the merchant or other payee or returned to you.

Check re-presentments, such as checks returned for non-sufficient funds and subsequently re-presented for payment, wherein the original paper check was processed, are NOT covered under the Electronic Fund Transfers Act.

Preauthorized (ACH) Transactions

Please contact any Credit Union branch to set up all direct deposits into your account. Without proper routing codes, direct deposits cannot be processed.

Preauthorized transfers from your account must be authorized in writing by the account holder.

Preauthorized Credits

You may confirm direct deposits posted to your account by calling our Member Service Center at (707) 449-4000 or (800) 877-8328 or Call-24 Phone Banking at (707) 449-4700 or (800) 578-3282.

Preauthorized Debits (Outgoing Payments)

You may confirm payments drawn from your account by calling our Member Service Center at (707) 449-4000 or (800) 877-8328 or Call-24 Phone Banking at (707) 449-4700 or (800) 578-3282.

Notice of Payments in Varying Amounts

If regular, authorized payments from your account vary in amount, the payee will notify you ten (10) days prior to the payment due date of the current amount due. However, you may choose to receive this notification only when the current amount due differs from the last payment by a specified amount or when the current amount due falls outside of prearranged limits established by you.

Funds Availability and Payment Processing

Funds from preauthorized deposits will be available at the beginning of the business day of the effective date of the transaction. Preauthorized payments will be deducted from the account you have designated on the effective date of the transaction.

Provisional Payment

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through the Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Right to Stop Payment

You may stop payment of any preauthorized payment by contacting a branch or the Member Service Center at (707) 449-4000 or (800) 877-8328 within three (3) business days prior to the scheduled payment date. All verbal requests to stop payment must be followed by a written request and received by the Credit Union within fourteen (14) days from the date of your verbal request or the stop payment will be cancelled. In addition, you must notify the designated payee in writing that you have ordered the Credit Union to stop payment, as this is not the Credit Unions responsibility.

There is a charge for each stop payment order. Please refer to the Business Account Fee Schedule which is provided with this agreement. To process your order we will need the following information: (1) your account number, (2) the exact amount of the payment, (3) the name of the payee (4) the expected payment date, and (5) the number of the item (if applicable). This information must be furnished within three (3) business days before the scheduled date of the payment or we will not be responsible if the item is paid.

If we fail to process your stop payment order that you made three (3) business days or more before the scheduled payment date and you provided us with all necessary information, we may be liable for your losses or damages not to exceed the amount of the item.

Should a holder of your check attempt to obtain payment by electronic presentment, re-presentment or return procedures through an Automated Clearing House (ACH), we will be unable to and will have no obligation or duty to stop such payment and will not be responsible if the item is paid.

You may NOT stop payments on any ATM, POS or one-time VISA Card transactions.

Documentation

All electronic fund transfers will be recorded on your regular periodic statement.

Termination of Services

You agree that we may terminate this agreement and any other service described herein at any time upon written notice.

You or any other party to your account can terminate any of the services provided for in this disclosure and agreement by notifying us in writing. If you ask us to terminate your account or the use of any service, you will remain liable for subsequent transactions performed to your account by you or any other parties authorized by you. Termination of this agreement will not effect your rights and responsibilities for transactions initiated before termination.

In Case of Errors or Questions

If you believe there is an error on your statement or receipt, or you have a question regarding a transfer printed on your statement, please contact us by telephone or in writing at the telephone numbers or address listed in the HOW TO CONTACT US section at the end of this disclosure within sixty (60) days from the date of the first statement with the problem or error. We will need the following information to assist you:

1. Your name and account number;
2. A description of the error or transfer in question, including the dollar amount;
3. An explanation why you believe the transaction is an error; and
4. The date the error took place.

Check Transactions

You agree to promptly examine each account statement. If you suspect that there was an unauthorized signature or alteration of an item (such as someone forging your signature), you must notify us of your concerns and the relevant facts. If you fail to notify us, you will either share the loss with us, or bear the entire amount of the loss (depending on whether we used ordinary care and contributed to the loss). The loss would not only be with respect to the items on the statement, but 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 not exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to notify us of any unauthorized signatures, forgeries, alterations or any errors on your account within 60 days after the statement was mailed or made available, the Credit Union will not be responsible for any losses incurred, without regard to whether we used ordinary care.

Non-ACH Transactions

We may request that any verbal complaint or question be submitted in writing. If we do not receive this written request within ten (10) business days, we may not credit your account for the amount in question during the investigative period.

We will determine whether an error has occurred within ten (10) business days from the date you first notified us of the discrepancy. If an error is found, we will promptly correct it. However, if it is necessary to research the transaction further, we may take up to forty five (45) days to do so. Under these circumstances we will credit your account within ten (10) business days (or twenty (20) business days if your account has been open for less than thirty (30) days) for the amount in question.

ACH Transactions

Travis Credit Union recommends that you view your account activity daily. Returns of unauthorized ACH transactions must be processed within 24 hours of settlement. Unauthorized ACH return requests must be submitted to Travis Credit Union no later than the business day following posting so that it is received and processed by 3:00 p.m. Pacific Time. Untimely, incorrect or incomplete information may result in our inability to complete this request. Returns that are unauthorized beyond the 24 hours are the member's liability and any disputes may have to be settled outside the banking network.

- The use of consumer (PPD) or corporate (CCD, CTX) entry codes determines applicable ACH return rules.
- An exception to the 24 hour rule is consumer unauthorized returns, which may be returned within 60 days of posting.

Unauthorized Debit Entry

For purposes of this disclosure, a debit entry was not authorized by the receiver if:

- Your company did not authorize the originator to debit/credit your account;
- The debit entry was initiated in an amount greater than that authorized by you; or
- The debit entry was initiated for settlement earlier than authorized by you.

If the error concerns an electronic funds transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale transaction, or (3) a transaction occurring within the first thirty (30) days after deposit to a new account, a ninety (90) day investigation will replace the forty five (45) day condition.

Upon the completion of our investigation, we will notify you with the results within three (3) business days. If no error has been made, we will send you a written explanation. You may request copies of documents used in our investigation.

Our Liability

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.

Please note the following exceptions. We will NOT be liable:

- If, through no fault of ours, you do not have enough money in your account or line-of-credit to make the transfer.
- If the funds in your account are subject to legal process or other encumbrances restricting such transfer.
- If we receive incorrect or incomplete information from you or third parties (e.g., U.S. Treasury or automated clearinghouse.)
- If the transaction would exceed the credit limit on your line-of-credit or your available overdraft protection.
- If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions we have taken.
- If any terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If your ATM card or PIN has been lost, stolen, damaged so that the ATM machine cannot read the encoding strip or the card has expired.
- If a loan payment is past due or we have cancelled access due to inactivity or the repeated entry of an incorrect PIN or password.
- If the failure to complete your transaction is done to protect the security of your account and/or the electronic terminal system.

There may be other exceptions not specifically listed above.

Your Liability for Unauthorized Use

You agree to provide reasonable assistance in connection with our efforts to recover funds paid due to unauthorized use, including but not limited to the filing of a police report. You may be required to provide a written statement detailing your claim of unauthorized transactions.

Immediately report a lost or stolen card, compromised PIN number or any discrepancy between the amount you requested from an ATM and the amount you received, to the Credit Union. Contacting us by phone is the best way to minimize your losses. Please refer to the HOW TO CONTACT US section at the end of this disclosure for telephone numbers.

Any person, who is permitted by you, either by express or implied permission, to use your card would be able to withdraw all of the money in your account. We refer to such persons as authorized users, and you agree that all authorized users may withdraw funds from your account with your card.

If your statement shows a transfer you did not make, contact the Credit Union immediately. If you do not tell us within sixty (60) days from the date your statement was mailed, you may not be compensated for money lost after the sixty (60) days, if we can prove the unauthorized transfer could have been avoided if you had promptly notified us. Should an emergency, such as travel or hospitalization prevent you from notifying us within sixty (60) days, a reasonable extension will be granted.

OFAC AND INTERNATIONAL AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS

International ACH Transactions:

Member acknowledges that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of members accounts is identified and designated by the Credit Unions screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending the Credit Unions review of the IAT Entry, and may be terminated under applicable OFAC Rules. Member also acknowledges that the Credit Union may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. Member agrees that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry[1] is delayed or terminated, the Credit Union will provide member such notice as may be required by the NACHA Rules[2], OFAC Rules[3], or other applicable laws and regulations.

[1] IAT - International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agencys office that is not located in the territorial jurisdiction of the United States.

[2] NACHA RULES - An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH Network in which all ACH participants must comply.

[3] OFAC Rules - Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

Regulation GG:

Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through a commercial account. Additional information can be obtained by calling (707) 449-4000 or toll free at (800) 877-8328, or www.traviscu.org.

Account Information Disclosure

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

1. When it is necessary to complete a transfer;
2. In order to verify the existence or condition of your account for a third party, such as a credit bureau;
3. In order to comply with government agencies or court orders; or
4. When you give us your written permission to do so.

Please refer to our Privacy Policy, which is provided with this agreement.

HOURS OF OPERATION

Branch locations: Branch hours are generally 10:00 a.m. to 5:30 p.m., Monday through Friday and 9:00 a.m. to 4:15 p.m. on Saturdays, excluding holidays. Hours may differ from branch to branch and are subject to change without notice.

Member Service Center: Hours are generally 8:00 a.m. to 7:00 p.m. (PST) Monday through Friday and 9:00 a.m. to 5:00 p.m. (PST) on Saturdays, excluding holidays.

HOW TO CONTACT US

Business Services:
(707) 469-2042 or (800) 877-8328 ext. 62042#

Business Lending:
(707) 449-4000 or (800) 877-8328

Call-24 Phone Banking:
24-Hour Access with Touch-Tone Phone
(707) 449-4700 or (800) 578-3282

Member Service Center:
Account Assistance and Information
(707) 449-4000 or (800) 877-8328

Billing Address:
Travis Credit Union
P.O. Box 2069
Vacaville, CA 95696-2069

Website Address:
www.traviscu.org