

Truth-in-Savings Agreement and Disclosure

AGREEMENT AND DISCLOSURES RELATING TO ALL CREDIT UNION ACCOUNTS

In the following Agreement(s) and Disclosures, the words "you", "your" and "yours" mean each and all of those (whether one or more persons) who are subject to the terms of the Agreement as a result of signing an account signature card, share certificate or other documents for each respective account. The words "we", "us", "our" and "Credit Union" mean OLIVE VIEW FEDERAL CREDIT UNION®. The Rate Sheet and Schedule of Fees is incorporated by reference herein. These Disclosures are presented for your information and are accurate as of the date shown on the cover. You may always obtain more information by calling our Member Service Department at: (818) 367-1057.

The Credit Union has the right to terminate any Agreement or change its terms, conditions, requirements, charges or fees at any time upon sending written notice to you when required by law at your address of record.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Federal law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying, and recording information that identifies each person who opens an account.

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

Your membership with the Credit Union is conditional pending our verification of your identity pursuant to Section 326 of the USA Patriot Act within 60 days of opening your account. If we cannot verify your identity your account will be closed and you will not become a Member of the Credit Union.

To become a Member in Olive View Federal Credit Union you must open and maintain a Primary Savings account. You must be a Member in order to use other existing Credit Union products and services. To open any account at the Credit Union, you must be in person, you must fill out an applicable information sheet, provide the required identification and sign all applicable account cards and other necessary documents, all of which are fully incorporated by reference herein.

GENERAL DISCLOSURES APPLICABLE TO ALL ACCOUNTS

- Dividends on all accounts are paid as permitted by the Federal Credit Union Act and Regulation and in accordance with the Bylaws of the Credit Union.
- The provisions for bank deposits and collections in the Uniform Commercial Code ("UCC") shall apply to transactions affecting this account and the term "bank" shall include the Credit Union for the purpose of applying the UCC to this Agreement.
- If you fail to comply with any term of this Agreement, you promise to pay all the collection costs and attorney fees that the Credit Union incurs in enforcing this Agreement whether or not the matter is litigated.
- 4. The Credit Union may delay enforcing its rights under this Agreement without losing them. Any waiver by the Credit Union shall not be deemed to be a waiver of other rights or of the same rights at another time.
- You authorize the Credit Union to release information regarding the status and history of your account to others such as credit bureaus, merchants and other financial institutions.
- You agree to be bound by the bylaws, regulations and policies of the Credit Union, (1)

now in effect or as they may be amended.

- Federal law requires us to report to the Department of the Treasury, Internal Revenue Service, certain large transactions in currency. We may report other transactions at our discretion.
- All accounts (except Checking Accounts) are not transferable except as defined in Federal Reserve System Regulation D (12 CFR, Part 204).
- We may endorse checks for you which we receive for deposit without your endorsement.
- All non-cash payments received for deposit to any account are credited subject to final payment and are subject to our Funds Availability Policy available in our office, and on our Web site or upon request.
- 11. Account statements may be sent electronically through our eStatements service if you opt-into this service. If you do not opt-into eStatements, your statements will be mailed to the primary address shown on our records. You must exercise reasonable care and promptness in reconciling your statement, and in all cases, you must notify us of suspected errors within the time limits set forth in the "UCC" and the Check Clearing for the 21st Century Act (Check 21) or you are precluded from any action against us. See the Credit Union's Funds Availability Policy.
- 12. We may pay out funds or transact business pertaining to any account upon the signature of any one of the account owners or upon the signature of any designated agent(s). An agent may be appointed through an acceptable written Power of Attorney. We have no duty to monitor or insure that the acts of the agents are for your benefit. We may continue to honor transactions of the agent until:
 - A. We have received written notice or have actual knowledge of the termination of the attorney in fact or the death of the owner, and
 - B. We have reasonable opportunity to act on that knowledge.
- 13. You or we may terminate any account at any time. You understand, however, that any authority you provided to us may not be changed or terminated except by written notice to us which will not affect any transactions prior to our receipt of your notice.
- 14. Accounts are subject to the California Multiple-Party accounts Law, as applicable, if the account is a joint account, P.O.D. account with a single party, or a P.O.D. account with multiple parties. As used herein, a "joint account" is an account owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). A "P.O.D. account with single party" is an account owned by the named party. Upon the death of that party, ownership passes to the named party. Upon the death of that party, ownership passes to the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s). A "P.O.D. account with multiple parties" is an account owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s). If the account is held in the name of an individual as a trustee under a declaration of trust or testamentary trust or by a personal representative, guardian or conservator, the applicable California Multiple-Party accounts Law shall apply.
- 15. We are not responsible for items lost while not in our possession. We are not responsible for transactions by mail or outside depository until we actually post them.
- 16. Unclaimed Property Laws: California law provides that inactive balances must be turned over to the state (escheated) after a period of three (3) years under certain conditions. These conditions are:
 - a) Owner's (Member's) address is in California, or
 - No Owner (Member) address is shown on the Credit Union's records and the Credit Union's principal office is in California, or
 - c) Owner's (Member's) address is in another state and Credit Union's principal place office is in California, and the state in which the member resides does not escheat that item, or
 - Owner's (Member's) address is in a foreign country but the Credit Union's principal office is in California.
- 17. You agree that by signing any account membership agreement and signature card



or certificate you are also subject to the terms and conditions of the form of account (as described above and below) which you have opened. You authorize us to contact and inquire of your references, your spouse, and your employer(s), past, present, and future, to verify any information you have provided and to obtain consumer reports on you. You also authorize us to release information regarding the status and history of any of your accounts to others such as credit bureaus, merchants, and other financial institutions.

- 18. General Schedule of Fees:
 - A. You agree to pay us all costs and charges incidental to the Checking Account according to the Schedule of Fees established and as it may be changed and made available by us from time to time. We shall debit such charges against the Checking Account, except where there are insufficient funds available, and then such charges shall be treated as overdrafts.
 - B. You agree to pay us all costs and charges incidental to all other accounts with us according to the Schedule of Fees established and as it may be changed and made available by us from time to time. We shall debit such charges in the following order: (1) against the account upon which the charge is assessed, (2) against your Checking Account, except where there are insufficient funds available, and then such charges shall be treated as overdrafts.
 - C. A current copy of our Schedule of Fees is available at our main office, on our Web site or upon request.
- No transfer of voting rights or other membership privilege is permitted by virtue of transfer of shares.
- 20. You agree that we may impress and enforce a lien on any or all of the shares on deposit (except IRA accounts) in any account, whether individually or jointly, to the extent of any loan or loans with us, subject to current loan policies and for fees and charges due to us. Also, the law provides that under certain circumstances we may apply funds on deposit in your account to satisfy a debt you owe us which is not paid when due. If we exercise this right, we will advise you and identify the account from which funds are transferred, the debt to which they were applied and the balance after the transfer in each of these accounts.
- An overdraft fee may be charged on checks, ACH transactions, ATM withdrawals and Point-of-Sale transactions as permitted by Regulation and as indicated on the attached Schedule of Fees.
- 22. The Board of Directors reserves the right to amend the Schedule of Fees included with this disclosure from time to time.
- 23. Olive View Federal Credit Union insures accounts through the National Credit Union Administration, an agency of the federal government.
- All withdrawals are subject to verification by the Credit Union. Your signature on the membership application and signature card authorizes your account access.
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- 25. The credit union office has a \$2000.00 daily cash withdrawal limit.
- 26. Funds may be deposited to any account, in any manner approved by the Credit Union.
 - A. Deposits made by mail or at facilities non-staffed are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence.
 - B. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. Items sent for collection are subject to any fees listed in the Schedule of Fees enclosed.
 - C. All deposits are subject to verification by the Credit Union and are handled in accordance with Olive View Federal Credit Union's Funds Availability Policy that is available in one of our offices, on our Web site or upon request.
- 27. Ownership of the account will be established by the most recent Membership Application (signature card) or other approved document(s) evidencing such accounts that we have on file for you. A different form of ownership may be established by completing a Membership update form (limited to a name change

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or adding a joint owner) or executing a new Membership Application. If ownership or the right to make withdrawals from your account becomes in dispute for any reason, we may, in our discretion, refuse payment of the balance in the account until the dispute is settled.

- 28. You agree that we will not be responsible to you for any damages you may incur in the event you deposit an item with us which is later returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by a prior endorser.
- 29. If we are served with a restraining order, garnishment, writ of execution or attachment, tax levy or other legal process with which we must by law comply, we will, to the extent permitted by law, notify you accordingly.
- 30. California law governs this Agreements and Disclosure.

GENERAL INFORMATION ABOUT ALL ACCOUNTS ACCRUAL OF DIVIDENDS ON NON-CASH DEPOSITS: Dividends begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before close of business.

NATURE OF DIVIDENDS: Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

BYLAW REQUIREMENTS: A Member who fails to complete payment of one share within 2 months of his/her admission to membership, or within 2 months from the increase in the par value in shares, or a Member who reduces his/her share balance below the par value of one share and does not increase the balance to at least the par value of one share within 2 months of the reduction may be terminated from membership at the end of a dividend period.

Shares may be transferred only from one Member to another, by written instrument, in such form as we may prescribe. We reserve the right, at any time, to require Members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No Member may withdraw shareholdings that are pledged as required for security on loans. No Member may withdraw any shareholdings below the amount of his/her primary or contingent liability to us if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent.

PAR VALUE MINIMUM DEPOSIT AND BALANCE INFORMATION: The par value of a regular share is \$5.00. You must open a Primary Savings Account to open any subsequent accounts. A 90-day waiting period is required before re-opening a Primary Savings account closed by you. Accounts will be re-opened at Olive View Federal Credit Union's discretion.

OVERDRAFT FEE

According to applicable law and Regulations, a check, ACH debit, ATM withdrawal or POS transaction that is presented to the Credit Union for payment on your account when the account has insufficient funds available to pay that item may, at our option, be returned for insufficient funds or we may pay the item and charge you a fee (refer to the Schedule of Fees).

EXAMINATION OF PERIODIC STATEMENTS: You are responsible for the examination of your statements and reporting any irregularities to us. If you think your statement has an error, notify us in writing no later than 60 days (30 days for checks) after we sent you the first statement on which the error or problem appears.

DELIVERY OF PERIODIC STATEMENTS: Your periodic statements may be delivered as a paper statement by U.S. Mail, or electronically using the eStatements service when available on Virtual Branch. Electronic delivery is a paper statement replacement and requires:

- 1. your affirmative consent,
- 2. and, that the credit union has provided to you the access requirements for electronic delivery.

The Electronic Statement Delivery Notice has been provided at the time of account opening includes the requirements for accessing and retaining copies of electronic



communications and statements. Before giving your consent to obtain your statements electronically carefully review this notice.

Give your affirmative consent to receive eStatements by:

1. When you establish your account by indicating to the Member Service Representative you want electronic statement delivery.

No consent or notification is required to receive paper statements delivered by U.S. Mail. You may sign up for eStatements at any time. To revoke the eStatements service and reinstate delivery by U.S. Mail write us at: P.O. Box 923071, Sylmar, CA 91392.

SHARE ACCOUNTS

Olive View Federal Credit Union's share accounts let you deposit your money in a savings account and withdraw your money at any time. Our share accounts are Primary Savings.

INFORMATION ABOUT YOUR SHARE ACCOUNT

RATE INFORMATION: The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The Rate and APY may change at any time in the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING: Dividends will be compounded daily and will be credited monthly. The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates.

If you close your account before dividends are credited, you will not receive accrued dividends.

BALANCE INFORMATION: We compute the balance on all share accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your Share Accounts may have certain minimum deposit and minimum balance requirements. The minimum deposit and daily balance you must maintain to obtain the disclosed APY is shown on the enclosed Rate Sheet.

TRANSFERS TO THIRD PARTIES (REGULATION D): During any month, you may not make more than 6 withdrawals or transfers from your Primary Savings to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction.

No more than three (3) of the six (6) transfers may be made by check, draft, Debit Card, or similar order to a third party. Any excess withdrawals will be returned unpaid and assessed the non-sufficient funds item fee shown on the Schedule of Fees.

ABILITY TO PLEDGE FUNDS: Unless otherwise indicated in the specifics of each savings account listed in this Disclosure, the account owners may pledge all or any part of the funds in the savings as security for a loan or loans. See the section titled "Funds Cannot be Pledged."

PRIMARY SAVINGS ACCOUNT

TRANSACTION LIMITATIONS: Other than as stated above, no transaction limitations apply to your Primary Savings account.

OLIVE VIEW HOLIDAY CLUB ACCOUNT

Olive View Federal Credit Union offers a Holiday Club account which lets you save money for the holiday season.

TRANSACTION LIMITATIONS: There are certain transaction limitations associated with your Holiday Club account.

No withdrawals may be made from your Holiday Club account prior to November 1 each year.

MATURITY DATE: On November 1st of each year, the available account balance,

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including dividends, will be transferred to your Checking Account or your Primary Savings account if you do not have a Checking Account.

RENEWAL OF ACCOUNT: Your Holiday Club account will automatically renew after the account balance is transferred to your Checking Account or Primary Savings account unless you fail to make further deposits to your Holiday Club account.

INFORMATION ABOUT YOUR OLIVE VIEW CHECKING ACCOUNT

Olive View Federal Credit Union offers Basic Checking, which lets you withdraw your money and write checks against your account at any time.

TRANSACTION LIMITATIONS: Any transaction limitations applicable to your Checking Account is stated on the attached Schedule of Fees.

TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNT

- By signing the appropriate application, you authorize the Credit Union to establish a share draft account for you to be known as a Checking Account.
- If there is more than one owner of this account, the account shall be owned by you jointly with the right of survivorship.
- You authorize the credit union to transfer funds from your regular shares to your checking to cover overdrafts, up to the maximum transfer allowed per Regulation D.
- The Credit Union is authorized to pay checks signed by you or your joint owners, if any, and to charge the payment against your account.
- 5. The Credit Union may refuse to pay checks if such payment would exceed available funds in the account or if prohibited by law. If the Credit Union does pay such check(s), which the Credit Union may do, you agree to pay upon demand by the Credit Union any overdraft amount and any fee we may impose {in accordance with the Credit Union's Schedule of Fees). You will be liable for any overdraft even if the overdraft is caused by a joint owner and you have received no benefit from the item causing the overdraft.
- 6. You authorize the Credit Union to pay any overdraft items and any fees for Credit Union services from funds subsequently deposited into your account unless prohibited by law. You are responsible for immediately depositing sufficient funds in your account to cover all items paid and to pay all fees otherwise we will offset amounts you owe us against your next deposit.
- The right or authority of the Credit Union under this Agreement shall not be changed or terminated by you except by written notice to the Credit Union which shall not affect transactions made before the Credit Union actually receives the notice of change or termination.
- . To close the account, the Credit Union must be notified in writing.
- Only check forms or other access devices approved by the Credit Union may be used to access or withdraw funds from this account. The order checks pay is from the smallest dollar amount presented to the largest dollar amount.
- 10. Except for negligence on its part, the Credit Union is not liable for any action it takes or fails to take regarding the payment or nonpayment of a check and under no circumstances will we be liable for more than the amount of the item.
- 11. We may pay a check on whatever day it is presented for payment notwithstanding the date (or any limitation on the time of payment) appearing on the check unless you give us notice as required under the UCC.
- 12. Any objection concerning any item shown on a monthly statement for the account shall be waived unless made in writing to the Credit Union on or before the time limits set forth in the "UCC" and the "Check 21" guidelines.
- 13. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old, but we may pay the check at our discretion. We are under no obligation to hold a post-dated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us notice as required under the UCC and a reasonable opportunity to act on it.
- 14. You will be liable for fees for returned items written against insufficient funds or on closed accounts and for other returned items deposited into your account.



- 15. The Credit Union has the right to terminate this Agreement or change its terms, conditions, requirements, charges or fees at any time upon sending written notice to you at your address shown on the Credit Union's records.
- 16. The Credit Union is authorized to deduct any account service charge or fee from any of your accounts without prior notice to you. Charges and fees will be deducted from this account to the extent funds are available. If sufficient funds are not available, then funds in your other accounts at the Credit Union shall be given preference.
- 17. All noncash share purchases or payments received in the account may be placed on hold in accordance with the Credit Union's policy on the delayed availability of funds.
- 18. The Credit Union has the right to assign this Agreement.
- The Credit Union will credit the account with such dividends as the Credit Union may declare at the end of each dividend period.
- 20. You agree that your account may be debited on the business day an item is presented or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection at another financial institution. Our determination of your account balance for making a decision to dishonor an item for insufficient available funds may be made at any time between presentment or receipt of notice of pending presentment and the time of return of the item. We have no obligation to make more than one such determination.
- 21. Provided such request is timely so that we shall have reasonable opportunity to act upon it and you have described the item or account with reasonable certainty, you may order a stop payment of any check payable against your account. A written order will be valid for six (6) months and may be renewed for additional six (6) month periods; We require orders to be confirmed in writing. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. A fee may be charged as provided in our Schedule of Fees.
- 22. This account is truncated which means you will not receive paid checks. You agree that when paid, checks become the property of the Credit Union and will not be returned with periodic statements. A printable image of a paid check is available through Virtual Branch online banking or a photocopy of a paid check is available upon request for seven (7) years from the date the check was paid by the Credit Union. A fee in an amount established by the Credit Union may be charged for each copy the Credit Union requests and provides; no fee is charged for printable images obtained through Virtual Branch.
- 23. A substitute check may be created during the check clearing process and is deemed to be the equivalent of an original check. We are mandated to accept them as legal copy of the original check.
- 24. Write, endorse or deposit your checks in **black** or a **dark** colored ink. Other colors may result in a blank, illegible, or generally unreadable substitute check or image of an original check. We may not accept the item for deposit or payment.
- 25. Any disputed substitute check (a "recredit" claim), may be reported verbally, in writing, via "Messaging", or a report sent by fax within the time limit established by Check 21. We reserve the right to require any verbal dispute to be confirmed in writing.
- 26. The Credit Union is authorized to recognize the signature of any one (1) person subscribed to the account card for the payment of funds or the transaction of any business for this account including, without limitation, the endorsement of checks payable to any signer and the causing or making of overdrafts for which all of you will be liable. For the purpose of this Agreement, use of a Personal Identification Number ("PIN") or other access devise shall have the same effect as your signature.
- 27. If this account has more than one joint owner the owners of this account agree with each other and with the Credit Union that all sums now paid in on shares or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners together with accumulations thereon are and shall be owned by them jointly with the right of survivorship and shall be subject to the

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withdrawal or receipt by any of them and payment to any of them or to the survivor or survivors shall be a valid discharge of the Credit Union from any liability for such payment.

- 28. The Credit Union will charge the account for check printing costs at the time the charge is received from the printer. If there are insufficient funds in the account, the Credit Union may charge any other account held by any of the named account owners of this account.
- The Credit Union reserves the right to close the account should there be 3 or more incidents of insufficient funds in any six (6) month period.
- The Credit Union may apply your signature to any item which is received for deposit without a signature.
- The Credit Union shall not be responsible for any losses caused by delays resulting from any endorsement error.
- 32. You waive protest and notice of dishonor or non payment of any item.
- 33. The Credit Union reserves the right to reject any item presented or represented for payment for any reason, in its sole and absolute discretion.
- 34. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect checks or to account for proceeds of their collection until we know of the fact of your death, dissolution or incompetence and have had a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, dissolution or incompetence, pay or guarantee checks drawn on or prior to the date unless ordered in writing to stop payment by a person claiming an interest in the account. We must be notified if any of you die, become incompetent or your organization is dissolved.
- 35. You authorize us to release information regarding the status and history of your account to others such as credit bureaus, merchants and other financial institutions.

CERTIFICATE ACCOUNTS

Olive View Federal Credit Union's certificate and IRA share certificate accounts let you deposit your money for a specified period of time.

IRA CERTIFICATE ACCOUNT

Our IRA accounts are the Traditional IRA, Roth IRA and Education IRA. All IRA accounts mature December 31st of each year, and automatically rollover unless otherwise notified by you.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our IRAs are contained in the Credit Union's IRA Agreement and Disclosure Statement, which by this reference is incorporated into the account disclosure in its entirety. When you open your IRA, the Credit Union's Agreement and Disclosure Statement will be provided to you.

TRANSACTION LIMITATIONS: No transaction limitations apply to your IRA certificate account.

Certain federal and state penalties may apply if IRA funds (including dividends earned on IRA funds) are withdrawn early or the maximum yearly contribution you may make to an IRA account is limited under the Internal Revenue Code. See your IRA account application and agreement for details.

FUNDS CANNOT BE PLEDGED: All or any part of funds in an IRA may not be pledged as collateral security for a loan or loans.

SHARE CERTIFICATES

TRANSACTION LIMITATIONS: There are certain transaction limitations associated with your certificate account.

You may not make deposits or withdrawals from your share certificate account before the maturity date. Accrued dividends may be withdrawn at any time prior to maturity without penalty. No withdrawals of principal are permitted prior to maturity.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your share certificate account has certain minimum deposit and minimum balance requirements. The minimum deposit required for you to open your share certificate account and the minimum daily

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balance you must maintain to obtain the disclosed APY is shown on the enclosed Rate Sheet. You must maintain the minimum daily balance shown on the Rate Sheet in your share certificate account to avoid closure.

DIVIDEND COMPOUNDING AND CREDITING: Dividends compound daily and are credited monthly and at maturity. If you choose not to have dividends compound, we will, at your option, either mail your dividends monthly or credit dividends to your Primary Savings account or Checking Account, as you may elect.

If you close your share certificate account before dividends are credited, you will not receive accrued dividends.

INFORMATION ABOUT ALL CERTIFICATE ACCOUNTS

RATE INFORMATION: The initial dividend rate and annual percentage yield ("APY") on your certificate account is stated on the Rate Sheet accompanying this Disclosure.

The APY for your certificate account is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your certificate account, your earnings will be reduced. Your certificate account has a fixed rate and you will be paid this rate and APY until maturity.

BALANCE INFORMATION: We compute the balance on all accounts to determine the dividends you will be paid by using the average daily balance method which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

MATURITY: Your certificate account will mature on the date shown on your certificate.

MINIMUM DEPOSIT AND BALANCE REQUIREMENTS: Your certificate account has certain minimum deposit and minimum balance requirements. The minimum deposit required for you to open your share certificate account and the minimum daily balance you must maintain to obtain the disclosed APY is shown on the enclosed Rate Sheet . You must maintain the minimum daily balance shown on the Rate Sheet in your certificate account to avoid closure.

RENEWAL OF ACCOUNT/GRACE PERIOD: We will send you notice at least thirteen (13) days prior to the maturity date. Your account will automatically renew at maturity for the same time period as the original term unless you prevent renewal by sending us written instructions stating otherwise or by withdrawing all of the funds in your account at maturity or within a grace period of 10 days after maturity. If your account automatically renews and you withdraw principal after the grace period has expired, you will be charged the early withdrawal fee under the section that follows, "Early Withdrawal Penalty".

EARLY WITHDRAWAL PENALTY: We may impose a penalty if you withdraw principal from your certificate account at any time prior to maturity. The penalty will equal the loss of 90 days of dividends.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SHARE CERTIFICATE ACCOUNTS

Share certificate accounts shall be governed by the following terms and conditions and are also subject to the special terms and conditions as may be described on the share certificate issued to you.

TERM OF CERTIFICATE: Share certificates may be purchased for terms varying from 6 months up to 36 months.

OWNERSHIP OF CERTIFICATE ACCOUNT: Share certificate accounts may be held in joint ownership. However, upon maturity of the share certificate account, unless we have otherwise agreed to an alternative disposition as selected by you on the share certificate, the entire balance and any accrued unpaid dividends will be credited only to the first surviving named account owner's Primary Savings account as designated on the share certificate. If any individual or all joint owners, as applicable, should die before the maturity date of the share certificate, then, unless otherwise designated on

the share certificate, the proceeds of the share certificate account shall be immediately available to the surviving joint owner, or on the death of the last surviving joint owner, to the surviving named Pay-on-Death payee(s), if any. See the separate "Share Certificate Account Agreement" when a share certificate is issued for terms and conditions, applicable to the certificate account.

TERMS AND CONDITIONS APPLICABLE TO ALL TRUST ACCOUNTS (TOTTEN AND LIVING TRUST)

- 1. TOTTEN TRUSTS:
 - A. The trustee(s) declare that the account is and that any and all sums credited to such account are and shall be, held by the trustee(s) and if there is more than one trustee, as joint tenants equally regardless of net contributions with right of survivorship and in trust for the Beneficiary(ies) named on the membership application and signature card or share certificate, reserving to the trustee(s) the right (1) to have dividends declared on share account(s) paid to them, and; (2) to revoke such trust in whole or in part, at any time or times by executing and delivering to us a request for withdrawal or pledge of shares of the whole or part of such share account, and such trust shall be revoked as to the whole or part to which such request relates.
 - B. In the event of the death or, if the account is held by more than one trustee(s), the death of the last surviving trustee, we will pay such share account amount to the Beneficiary if then living (if more than one Beneficiary is designated then equally to those Beneficiaries living at the date of the death of the trustee or the death of the last surviving trustee), but if there is no surviving Beneficiary, we shall pay such share account amount to the estate of the surviving trustee. There is no right of survivorship between Beneficiaries.
 - C. A right of survivorship or a beneficiary designated in a trust account cannot be changed by Will.
- 2. LIVING TRUSTS:

We will also permit you to open and maintain a Living Trust account. The account will be administered as any other share or other Credit Union account, as applicable, except that upon the death of all Trustors we will only pay the sums on deposit to a duly authorized successor Trustee. Living Trusts are further governed by our separate agreement with you when you establish a trust account.

TERMS AND CONDITIONS APPLICABLE TO ALL CUSTODIAL ACCOUNTS

- 1. If the transferor/custodian is opening an account as custodian for a minor named on the membership application and signature card or share certificate under the Uniform Transfers to Minors Act as applied in California, the transfer of money to the minor named on the membership application and signature card or share certificate, shall be deemed to include all dividends and any future additions thereto. The transfer is irrevocable and is made in accordance with and to include all provisions of said act, now in effect or hereafter amended.
- You acknowledge that by signing the membership application and signature card or share certificate, you have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act as applied in California.
- The successor custodian named in the membership application and signature card or share certificate shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
- Uniform Transfer to Minors Accounts are further governed by our separate agreement with you when you establish a custodial account.

ACCOUNT LIMITATIONS: The account custodian is the only party on the account authorized to transact, withdraw funds or close the account. The credit union is the depository for the funds and has no responsibility to ensure the funds are disbursed to the minor upon attaining the age of majority (age 18).

SUBSTITUTE CHECKS AND YOUR RIGHTS WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks

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with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (818) 367-1057, or write us at P.O. Box 923071, Sylmar, CA 91392. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect):
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

FUNDS AVAILABILITY POLICY

This policy is in accordance with the Availability Schedule of Regulation CC, which implements the Expedited Funds Availability Act. The policy will apply to all deposits made at Olive View Federal Credit Union, any Automated Teller Machine (ATM) owned and operated by Olive View Federal Credit Union or any other location at which Olive View Federal Credit Union is conducting business.

YOUR AVAILABILITY TO WITHDRAW

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

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DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal Holidays. If you make a deposit prior to the branch closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes, on a Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

SAME DAY AVAILABILITY

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. A total of \$100 aggregate deposit per business day will be avilable on the day we receive the deposit.

NEXT-DAY AVAILABILITY

Funds from the follwing deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- wire transfers
- checks drawn on Olive View Federal Credit Union

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- cash
- state and local government checks that are payable to you
- cashier's, certified, and Teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and US postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- · We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- A redeposit check that has been returned unpaid.
- You have had a prior check deposit returned for any reason.
- You have deposited an empty envelope at an ATM in the last six months.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new Member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available of the first business day after the day of your deposit if the deposit meets certain conditions.

For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our emloyees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

HOLDS ON OTHER FUNDS (CHECK CASHING)

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

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available if you had deposited it.

HOLDS ON OTHER FUNDS (OTHER ACCOUNTS)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

AUTOMATED TELLER MACHINES (ATM) DEPOSITS

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. The rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines and are subject to the Funds Availability Policy.

COLLECTION ITEMS

On deposits requiring special processing, such as, but not limited to, checks drawn on foreign institutions, credit to the proper account(s) will be made only upon the return of the funds to us.



www.oliveviewfcu.com

Mailing Address: P.O. Box 923071 Sylmar, California 91392

14445 Olive View Drive, #O-1 Sylmar, California 91342

Credit Union Hours: 7:30 am - 4:00 pm On the Second Tuesday of each Month, Open at 10:00 am

(818) 367-1057 • Fax (818) 362-3467

Lost/Stolen/Fraud: Debit Card: 888-241-2510 Visa Credit Card: 800-237-6211 24 Hour Phone Teller: 855-249-4905

TRUTH-IN-SAVINGS AGREEMENT AND DISCLOSURE

Effective: February 14th, 2017



Your savings are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the U.S. Government. Your IRA savings are insured separately up to \$250,000 by the NCUA.

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