

First Future Credit Union Account Agreement and Disclosure

Welcome to First Future Credit Union. This Agreement and Disclosure explains the terms and conditions of your First Future Credit Union account, and acquaints you with some of the other financial services available to you as a First Future Credit Union member. Please read this disclosure carefully and keep it for future use. All First Future accounts, and all deposits and withdrawals made in connection with them, are subject to California state and applicable federal laws as well as First Future's present or future bylaws, regulations and practices. You agree to pay all fees and charges and follow all practices set forth in this Agreement and Disclosure. This Agreement and Disclosure, Fee Schedule and other documents which you receive when you open your account make up our Account Agreement and contain important information about your account.

Terms and Conditions Applicable to All Accounts

Membership Requirements First Future's field of membership consists of all persons who live, work, or worship in the counties of San Diego and Riverside in the state of California and those employed by a Select Employee Group. Upon approval for membership, we require a one time non-refundable membership fee of \$5. In addition, all members must satisfy specific identification requirements.

The bylaws of the credit union authorize the Board of Directors to request members to give up to sixty days written notice of the member's intention to withdraw savings from any account except checking and money market checking accounts. Shares paid under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account.

No member may withdraw any share holdings that are pledged as security on loans without written approval of the credit union, except to the extent that the shares exceed the member's total primary and contingent liability to the credit union. No member may withdraw any share holdings below the amount of his or her primary and contingent liability with the credit union if he or she is delinquent as a borrower or if borrowers for whom he or she is co-maker, endorser, or guarantor are delinquent, without the written approval of the credit committee or a loan officer.

Account Ownership The word owner(s) means the owner of an individual account and the joint owners (both as individuals and as a group) of a joint account. Any account owner may transact business on the account, unless otherwise indicated.

Individual Owners Funds in an individual account may be paid only to or on the order of that individual or someone whom that individual has given a power of attorney or as otherwise may be required or permitted by law.

Joint Owners All owners on a joint account have equal ownership in the account during their lifetime. Joint account owners are "joint tenants with right of survivorship". All deposits, including any dividends, are owned jointly and equally regardless of net contributions and may be withdrawn by any account owner. Each owner is responsible for any account misuse and all overdrafts, whether or not he or she signed the check, initiated an automated withdrawal, received any benefits of the overdraft proceeds or contributed to the account. When one of the owners dies ownership of the account and all the funds in the account pass immediately and automatically to the surviving owners. The right of survivorship cannot be changed by will. If the credit union sends notice to one account owner that notice shall constitute notice to all account owners. Shares on deposit in joint accounts may be pledged as collateral security for any loan(s), subject to current credit union loan policies. A pledge of savings by any owner will be binding on all owners(s).

Fiduciary Owners Accounts may be opened by persons acting in a fiduciary capacity such as executors, custodians and trustees. We may request copies of documentation to verify that persons are properly acting in a fiduciary capacity.

Minors An account may be opened with a minor (under 18) as primary or joint owner. There must be an adult owner on the account. The minor has full access to the account, and can withdraw funds using any transaction method available on the account for which the minor is authorized. These include automated transactions (such as ATM, debit card or online banking).

Attorney's Fees You agree to pay reasonable attorney's fees (even if litigation has not commenced) and court costs in the event that we must take legal action to enforce any of the terms and conditions of our Account Agreement and Disclosure.

Change of Personal Information It is your responsibility to keep the credit union informed of any changes with regards to your name, phone number, residential and/or mailing address or other personal information. If your statements are returned because of a bad address, future statements will not be mailed until the credit union is informed of your current address.

Change in Terms The credit union may change any provision of this Account Agreement at any time. We will provide written notice as required by law. By using services after changes become effective, you are agreeing to the changes.

Choice of Law Your account relationships are governed by the laws of the state of California and by applicable federal law.

Closing Your Account Your account may be closed at any time with or without notice, by either you or any owner on the account, or by the credit union. If the credit union closes your account, the balance of the account will be mailed to the last address on file. After the account is closed, the credit union will not be responsible for dishonoring any item presented for payment. If your account is closed due to a negative balance or other unsatisfactory account activity, a report will be made to a consumer reporting agency. This could negatively impact your ability to open an account at another financial institution. If you close your account and you have electronic deposits into or withdrawals from your account, it is your responsibility to notify the company or government agency so the deposit or withdrawal can be stopped. It is your responsibility to monitor your account for any outstanding drafts prior to account closing. Any outstanding drafts presented for payment after the account is closed will be returned unpaid.

Consumer Reports The credit union will obtain consumer credit reports on all applicants for membership and on account owners in conjunction with promotions, products and other services.

Death or Incompetence It is the responsibility of the account owner(s) or court appointed party to notify the credit union promptly if any account owner is deceased or is declared incompetent by a court. Until the credit union is given written notice and/or proper documentation of such death or incompetence, the credit union may continue to honor checks and instructions by owners. The credit union may also freeze, refuse and or reverse deposits and transactions if the credit union becomes aware of the death or incompetence of an account owner. Even with knowledge of the death or incompetence of an owner, the credit union may, for ten days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment.

Dividends Dividends begin to accrue on the business day the deposit is made. If you close your account before accrued dividends are credited, accrued dividends will not be paid. Dividends are calculated using the average daily balance method, which applies a periodic rate to the average daily balance in the account each day. The dividend rate and annual percentage yield are determined by the Board of Directors in its sole discretion, based on market conditions and other business factors. All credit union accounts (except most certificate accounts) pay variable dividend rates that may be adjusted as often as daily without prior notice to you. There is no limitation on the amount the rate may change. The rates in effect during the statement cycle (along with applicable dates) will appear on your monthly statement. Dividends are generally compounded and credited monthly on the first day of each month. Paid dividends remaining on deposit will earn dividends at the same rate and on the same terms.

Financial Abuse We may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect financial abuse, you understand and agree that, in addition to reporting abuse as required under law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other actions that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matter described in this paragraph. If you give anyone access to your account (for example, providing any person

Terms and Conditions Applicable to All Accounts (continued)

with your debit card, ATM card/PIN, Bank Online access code or granting any person power to act as your agent under a Power of Attorney) any transaction completed by these persons will be considered authorized by you.

Fees: Please review the Fee Schedule carefully. You agree to these fees and any changes as provided by the credit union.

Indemnity and Hold Harmless Agreement: You agree to indemnify and hold us harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of or related to any action or inaction related to any and all matters described in this Account Agreement.

Illegal Transactions: You agree that you will not use credit union accounts, services, or loans to make or facilitate any illegal activity as determined by applicable law. Any illegal use of your credit union loan, line of credit or Visa, including authorized use will constitute an event of default. The credit union reserves the right to decline internet gambling transactions.

Legal Process: The credit union must comply with a notice of attachment, execution, garnishment, levy, injunction, restraining order, subpoena, search warrant, or other legal processes and all funds except those that are exempt will be subject to enforcement of such processes.

Member Responsibilities Regarding Limit on Time to Assert Claims: Except as otherwise provided in this Agreement, you agree to review your statements and other records sent to you with reasonable promptness, which you agree is within thirty calendar days from the date the statement was mailed or the date the information is otherwise made available to you. If you do not receive your statement by the date you usually receive it, notify the credit union. You assume full responsibility for monitoring and reviewing the activity of your account, whether or not you actually receive the statements. If you fail to report, with reasonable promptness, checks bearing your unauthorized signature, any alterations or other suspected fraud, the credit union may not be responsible for subsequent forgeries, altered checks or other fraudulent uses of your account that occur more than six months after the date the statement was delivered to you.

In addition, if you do not notify the credit union in writing within one year of the suspected forgery, alteration or fraudulent transaction, it will be assumed that you agree that the statement activity and account balance are correct for all purposes. Finally, if you do not, within one year from the date of the statement on which the unauthorized transactions first appeared, report unauthorized transactions to the credit union, you shall be precluded from doing so.

In the event that you do assert a claim against the credit union regarding any unauthorized use of your account, or other fraud, you must cooperate with the credit union and assist in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities. If the credit union asks, you must also provide a statement, under oath, about the facts and circumstances relating to your claim and provide other proof as may be requested. If you meet these requirements, the credit union may, at its option, replace any item in question. If you fail or refuse to do this, the credit union will consider your failure or refusal to be your ratification of the unauthorized transaction, fraud or other problem and you agree that the credit union can charge the full amount to your account.

Misuse of Your Account: Your role is extremely important in the prevention of any wrongful use of your checks or your account. You must exercise reasonable care and promptness in examining all statements and must notify the credit union promptly in writing of any error. You should not assume that missing checks are safe, even if you don't think they are stolen. The credit union reserves the right to deny a claim for monetary loss due to forged, altered or unauthorized checks if you do not guard against improper access to your checks. It is your obligation to report missing or misplaced checks to the credit union immediately. You agree to notify the credit union immediately if any of these may be lost, stolen or used without your authorization, or if you believe there is an error in your statement or that an unauthorized transaction has occurred or may occur on your account.

NCUA Insurance: All accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund (NCUSIF). Individual accounts are generally insured up to \$100,000. Individual Retirement Accounts are insured separately up to \$250,000. Please contact the credit union to find out how you can maximize your share insurance.

Pay-On-Death (P.O.D.): You may designate to whom you wish the funds in your account to be payable in the event of your death. If the account is jointly owned, POD beneficiary(ies) will be paid upon the death of all owners. Funds in an account will not be distributed to POD beneficiary(ies) until after we receive a death certificate and/or proper documents ten calendar days after the date of death. During that time, the credit union may continue to administer your account as previously directed, including collecting proceeds, accepting and paying checks, assessing charges and exercising offsets.

Post Dated Checks: A post dated check will be processed on the date it is presented. It is your responsibility to inform the payee for whom the check is written when the check should be presented for payment. You agree to discharge the credit union of any liability if the check is presented prior to the specified date on the share draft.

Power of Attorney: A valid Power of Attorney will allow your Attorney in Fact to receive or request information and/or transact on your account. Account owners are responsible for the actions of the Attorney in Fact. You agree to notify the credit union promptly of any change in regards to your Power of Attorney. Furthermore, you agree to discharge the credit union of any wrongdoing by your Attorney in Fact. A Power of Attorney ceases to be valid upon the death of the principal.

Right of Offset: We may apply funds on deposit in your individual or joint account to satisfy any debt you owe the credit union which is due and has not been paid. The procedure is called "offset". All owners including joint owners agree with each other that the credit union may, when permitted by law, offset the funds in an individual or joint account against any debt owed to the credit union in the future, by anyone having the right of withdrawal on the joint account. Any indebtedness owing to the credit union, either, individually or jointly, may be charged to any deposit account in the name of either member on a joint account. Offset against funds in a certificate account may also result in an early withdrawal fee.

Negative share balances are also subject to our right of offset. For instance, if your checking account is negative, we may use our right of offset to apply funds on deposit in your other individual or joint share accounts. If your account is negative, you may lose access to your account and loan(s) with us until your balance is paid. If your account is negative for 45 days, your account will be closed (See Closing Your Account).

Stop Payment on Cashier's Checks: Once a cashier's check is purchased, the credit union cannot place a stop payment on that check.

Tax Identification Number: Social Security Numbers have nine digits separated by two hyphens. Employer identification numbers have nine digits separated by one hyphen. For an individual's account, use the name and social security number of the individual. For two or more individuals (joint account), use the name and SSN of the primary member on the account. For an adult and minor joint account, use the name and SSN of the adult or the minor. For an account in the name of the guardian or committee for designated ward, minor or incompetent, use the name and SSN of the ward, minor or incompetent person. For a living trust accounts, use the taxpayer identification number or the Trustee's SSN. For an organization or association, use the organization's taxpayer identification number. For a Uniform Transfers to Minors account, use the name and SSN of the minor.

Tax Withholding: Financial institutions are required by the Internal Revenue Service to withhold 28%, as back up withholding of taxable dividends if you fail to furnish the correct taxpayer identification number; for most taxpayers, the taxpayer identification number is the social security number. You are subject to backup withholding if you do not furnish your taxpayer identification number, the IRS notifies the credit union that you furnished an incorrect taxpayer identification number, because you failed to report all your dividends on your tax return or, for a dividends account opened after December 31, 1983, you failed to certify that you are subject to backup withholding and or failed to certify your taxpayer identification number.

The credit union may refuse to open, and may close, any account for which you do not provide a certified taxpayer identification number, even if you are exempt from backup withholding and information reporting. You may be subject to civil and criminal penalties if you fail to provide us with a correct

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taxpayer identification number or falsify related information. A non-resident alien or foreign entity not subject to information reporting must certify their exempt status on the membership application.

Termination of Membership: We may close your account and terminate your membership if you are convicted of a criminal offense, fail to carry out your agreements and contracts with us, exhibit conduct and/or behavior which poses a threat to the health, safety and welfare of our personnel and/or other members, if you cause the credit union a financial loss, for attempted fraud or if you refuse to comply with the provisions of California Credit Union Law or our Bylaws. We will generally give reasonable notice to you and tender the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify identity or we suspect fraud, it might be reasonable for us to give notice after the change.

Our policy to terminate the membership of those that cause the credit union to suffer a financial loss is intended to include, but it is not limited to, losses caused by bankruptcy, default, unpaid overdrafts or other nonpayment of a member's bona fide obligation to the credit union. Membership may be reinstated if that loss has been fully repaid or is being repaid under an arrangement acceptable to the credit union.

Third Party Checks: The credit union does not accept third party checks. A third party check is a check for which the member depositing the check is not the maker or the payee on the check.

Unclaimed Property: All shares are subject to California's Unclaimed Property Law. If there has been no account activity or we have had no correspondence from you for three years or more, under California law, the funds must be transferred to the California State Controller. The transfer of unclaimed property is known as "escheat." For an individual retirement account, the three year period begins when the funds become payable. Escheat also applies to un-cashed cashier checks. If your combined account balance is fifty dollars or more, the credit union will notify you in writing at the last known address not less than 6 months prior to the escheat transfer. A fee, as disclosed elsewhere will be assessed. To learn more about California's Unclaimed Property Law visit www.sco.ca.gov.

Protecting the Privacy of Our Members

First Future Credit Union is a member-owned financial cooperative overseen by a Board of Directors you elect. At First Future Credit Union, our member's privacy is a top priority. Protecting personal information and using it in a manner consistent with your expectations is also a top priority for us and everyone associated with us.

You do not need to "opt out" of any information sharing. First Future does not disclose personal financial information about you to third parties unless it is done to conduct the business of the credit union, or as permitted or required by law.

Information Collected By First Future: We collect information we receive on membership applications, loan applications and other forms, such as your name, address and telephone number. We collect information about your transactions with us or our affiliates. We also collect account balance and payment history information and information we receive from consumer reporting agencies.

Use of Member Information: We may disclose the information we collect to conduct the business activities of the credit union. These activities include printing statements, ordering checks, receiving check items from the Federal Reserve Bank, reporting to credit bureaus and mailing marketing materials and monthly statements. It also includes following your instructions to process transactions (such as ATM and POS transactions) and protecting the security of your financial records. We also disclose information as permitted or required by law. These activities include sharing with law enforcement and regulatory agencies to comply with subpoenas and reporting for money laundering and other criminal activity.

To protect our member's privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to share the member information we provide with other third parties.

If you terminate your membership or become an inactive member, we will not share information we have collected about you, except as permitted or required by law.

Website Privacy: Our website may contain links to other web sites. First Future is not responsible for the privacy practices or the content of these web sites. However, we do make every effort to ensure that our partner's privacy policies are in line with our own. These sites are not authorized by First Future Credit Union to collect information about you. They may independently collect information about you and use cookies during your use of their web site. We may use cookies to gather information about your preferences and interests in our products and services. Any information gathered in this way will be used to tailor your experience at our site and to provide content that we think might be of interest to you. We also use IP addresses to analyze trends, administer the site, track users' movements within the site, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Children's Privacy: We do not knowingly solicit or collect personal information from children on our site. See our online privacy disclosure titled "Privacy Policy for Googleplex: The Credit Union Guide for Student Money-makers" for details.

Security and Protection of Your Information: We maintain strong security policies and controls to ensure that information in our files and computers is protected. We maintain physical, electronic, and procedural safeguards. This includes up-to-date security technology to safeguard your information from unauthorized access. Electronic connections (such as Bank Online and Bank by Phone) are communicated in a secure mode, encrypting information before it is transmitted so that unauthorized access will not compromise your information.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

You Can Help: We are committed to protecting the privacy of our members. You can help by following these simple guidelines:

- If you ever suspect your confidential information has been accessed improperly or the information is inaccurate, incomplete or outdated, please inform us as soon as possible.
- Protect your account numbers, card numbers, PINS (personal identification numbers) and passwords. Never keep your PIN with your debit or credit card which can provide free access to your account if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you, explains the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. If you access or phone number changes please let us know.

If you have questions regarding this notice, please do not hesitate to call us at 858/450-4400, ext. 411, or 800/693-3333 ext.411. We are here to serve you.