

**DISCLOSURE OF  
ACCOUNT INFORMATION  
AND MEMBERSHIP  
AGREEMENT**  
**(Sole Proprietor Accounts)**

**March 2025**





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# YOUR RELATIONSHIP WITH GOLDEN 1 CREDIT UNION

**Our Agreement.** Thank you for your interest in Golden 1 Credit Union. We look forward to serving you. This Disclosure of Account Information and Membership Agreement (“Agreement”) is an agreement between you and us that governs your membership with Golden 1. Along with this Agreement, your relationship with us is also governed by any other contracts between us, including your “Application for Membership” and any agreements for our deposit or lending products (such as a credit card agreement) or our services (such as the Digital Banking Services Agreement), any rules, regulations, operating procedures, and related requirements we provide to you or establish related to our products and services, and any applicable laws. Please read this Agreement carefully and retain it with your records.

To the extent the terms in this Agreement are different than those in any other agreement or terms of account, the terms of this Agreement shall control. If any provision in this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.

This Agreement will be revised periodically, and we may not notify you of the changes unless such notice is required by law. By providing a written or electronic signature on a signature card or other agreement or contract, or opening or continuing to hold an account with us, you agree that you have reviewed and understand the terms of the most recent version of this Agreement, which is available to you at <https://golden1.com/disclosures/sole-proprietorship-disclosure>, and agree to be governed by such terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account and other relationship with us.

As used in this document, the terms “we,” “our,” “us,” “Golden 1,” and “credit union” each mean Golden 1 Credit Union and any of its parents, subsidiaries, affiliates, agents, assigns, and successors; and the terms “you” and “your” mean the member and each accountholder(s), each heir, successor, representative, and beneficiary of an accountholder, and anyone else with express, implied, or apparent authority to deposit, withdraw, or exercise control over the funds in the account established with Golden 1.

**Membership.** You must be within our field of membership to be eligible to establish membership with us. Our field of membership includes individuals who live and/or regularly work in California, as well as any and all businesses, corporations, organizations, or other legal entities in California. Upon verification of eligibility following submission of a completed Application for Membership and purchase of one share (\$1.00), a share (savings) account will be established in your name indicating that you are a member-owner of Golden 1 Credit Union. For certain products and services, we may require payment of a \$1.00 entrance fee as a condition of membership rather than the purchase of a share. You agree that accounts opened via online or mobile channels are opened in California.

Your membership may be transferred to inactive status if your share balance falls below \$1.00 and you have no outstanding obligations with us. An inactive member has no voting rights, is not entitled to notice of meetings of members, and need not be provided the annual report or financial statements except upon request. Any member who remains in an inactive status for at least ninety (90) days after written notice from Golden 1 will have their account closed and will be deemed to have voluntarily withdrawn from credit union membership.

**Duties of Membership.** By signing the Application for Membership and/or opening or continuing to hold an account with us, you agree to be governed by the Bylaws, rules, regulations, and practices of Golden 1 Credit Union and any existing or future amendments thereto, and by the federal and state laws applicable to credit unions. A copy of the Bylaws is available for inspection at our corporate headquarters in Sacramento, CA. We ask that you notify us in advance if you wish to inspect the Bylaws so that we can make suitable arrangements for you to do so.

Membership with Golden 1 comes with certain ongoing obligations and responsibilities. For example, you may not use or try to use your account or any of our products and services for any unlawful transaction, or engage in any activity that misuses our products or services or is deemed by us to be unusual, fraudulent, dishonest, deceptive, or destructive to Golden 1 or its property. Engaging in such activities may lead to account restriction, suspension, closure, and/or expulsion, as described below. You must honor your contracts, agreements, and obligations with us and act with civility in all dealings with Golden 1 directors, officers, and employees. In addition, you must keep us informed of your current address.

**Restriction of Account; Termination of Membership.**

We may close your account(s) or restrict or suspend your access to any or all accounts, products, or services if we know or have reason to suspect that you have not fulfilled any of your duties of membership. We may also restrict or suspend your access upon reasonable notice if you become delinquent in your obligations or cause a loss to Golden 1, and may deny your subsequent application for any new product or service that would allow you to obtain further credit or cause a further loss. Restrictions or suspensions will apply to all account owners (e.g., joint account owners) and authorized users.

You may be expelled from membership with Golden 1 for any reason allowed by applicable law, including failure to comply with our Bylaws, conviction of a criminal offense involving moral turpitude, causing or threatening to cause us a loss of any type (including financial or reputational loss to us or to other members), manipulating or otherwise abusing our products or services, failing to carry out your contracts, agreements, or obligations with us, conducting yourself in a threatening or abusive manner to our employees, other members, or anyone present at a Golden 1 facility, or willfully destroying or damaging Golden 1 property. We will give you reasonable notice of the reason for expulsion, and an opportunity to object, before the expulsion is finalized. If you are expelled, you may not be a fiduciary (e.g., a trustee or custodian) or a joint account owner on another account, or otherwise receive services from Golden 1. Likewise, if you are a joint account owner with a member who has been expelled, you may be required to close your joint account and reopen it without the expelled member. Expulsion will not relieve you of any debt obligations you may have to us.

**How To Contact Golden 1.** To contact Golden 1 Credit Union via written correspondence please send your mail to:

**GOLDEN 1 CREDIT UNION  
P.O. BOX 15966  
SACRAMENTO, CA 95852-0966**

For telephone inquiries, you may contact Golden 1 at:  
**1-877-GOLDEN 1 (1-877-465-3361)**

**Business Days.** The Credit Union defines a business day within this document as Monday through Friday. Business days do not include Saturdays, Sundays, and federal holidays.

For additional terms that govern your relationship with us, please refer to the “General Terms and Conditions” section of this Agreement. **THAT SECTION INCLUDES A DISPUTE RESOLUTION AND ARBITRATION PROVISION THAT LIMITS THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.**

## **OPENING AN ACCOUNT**

**Important Information About Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**Requesting Additional Information.** We may from time to time request additional information, signatures, or documentation from you to protect your account and our systems from fraud or other problems. You agree to assist us by promptly complying with any such request. You further agree to hold us harmless for refusing to pay or release funds, or take any other action relating to your account where the refusal is based on your failure to provide the information, signatures, or documentation requested by us.

**Types of Accounts.** Golden 1 offers a variety of products. For more information about the different types of deposit accounts you may establish at Golden 1, see the section of this Agreement entitled Additional Disclosures About Specific Accounts and the applicable Consumer Services Fee Schedule. You can also get more information about all of our products and services by visiting our website at **golden1.com** or calling us at **1-877-GOLDEN 1 (1-877-465-3361)**.

**Ownership of Account; Authorization to Transact.** Your account(s) with us can be held in the types of ownership described below. You agree that Golden 1 is authorized to recognize any of the signatures (including any electronic signatures) on your Application for Membership in the payment or withdrawal of funds or any transactions on your



account. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

You may not use your business account(s) as a Fiduciary account (e.g., a client trust account), nor you may conduct consumer activity using your business account(s). If you wish to conduct personal activity using a Golden 1 account, please contact us about our consumer products and services.

***Sole Proprietorship Account*** - This is a business account in the name of and owned by only one owner (a single individual or married spouses). The owner of the account may designate a beneficiary or beneficiaries who will receive the funds in the account upon the owner's death. The owner may authorize additional individuals ("authorized signers") through a power of attorney to transact on the account on the owner's behalf. The owner is responsible for any transactions of the authorized signer and may terminate the authorization at any time upon written notice to us. An authorized signer may not affect the rights of the owner or beneficiaries in any manner other than by withdrawing funds from the account. Authorization is automatically terminated upon the death of the owner, provided we (a) have received written notice or have actual knowledge of the termination of authority, and (b) have a reasonable opportunity to act on that notice or knowledge.

**Name or Address Changes.** It is your responsibility to keep us informed of your current contact information. You must notify us promptly of any change in your name or address. Changes must be made in writing unless we agree otherwise. We may require additional documentation to process the change. You must provide us with a physical address in addition to any post office box or similar type of mailing address. If you do not inform us of your change of address, and we incur costs in determining your new address, your account may be assessed an Address Locator fee. See separate Consumer Services Fee Schedule.

**Death or Incompetence.** If you or anyone with a right to withdraw funds from your account(s) dies or is adjudicated incompetent, we may continue to honor your checks, items, and instructions until we know of the death or adjudication and have had a reasonable opportunity to act on that knowledge.

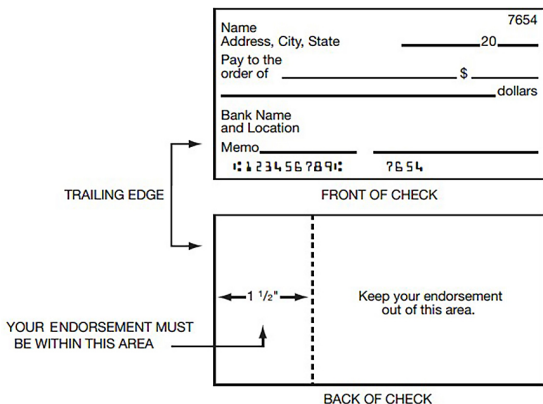
## USING YOUR ACCOUNT

**Deposits.** We may accept for deposit any item payable to you. We will give only provisional (i.e., temporary) credit for any items we accept for deposit, other than cash, until collection is final. We may reverse any provisional credit for items that are lost, stolen, or returned. Subject to applicable law, we may charge back to your account the amount of any item that is returned to us unpaid, that the paying bank or issuer demands we repay because the item was altered, forged, unauthorized, or incomplete, that the sending bank or originator demands we return because the item was unauthorized, misdirected, or procured by fraud, or to which you are not legally entitled (e.g., a misdirected tax return). You are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit or otherwise invalid, regardless of whether the amount of the item has been made available for your use.

At our discretion, we may take an item for collection instead of treating it as a deposit. This means that we will send the item to the issuer's financial institution for payment. Your account will not be credited until we have been paid for the item by the issuing financial institution.

**Endorsements.** An endorsement is a signature, stamp or other mark made on a check by the payee. We recommend that you endorse your checks in order to ensure your deposit is processed without delay. Although checks payable to you and presented for deposit may be accepted even if your endorsement is missing, checks from insurance companies, state and local government agencies, and other entities may require an endorsement and may be returned if not properly endorsed. We may also require an endorsement for certain deposits (e.g., for mobile deposits, your endorsement must include "for mobile deposit only at Golden 1").

Your endorsement must be made in blue or black ink and must fall within 1½ inches of the "trailing" (i.e. left) edge of the check as indicated below. It is important to confine your endorsement to the specified area because the remaining blank space will be used by others in the processing of the check.



You agree to indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement or other information you printed on the back of the check obscures our endorsement or otherwise interferes with the processing of your deposit. If a check you deposit is not endorsed by you, we may endorse it for you or treat it as if it had been endorsed.

**Deposit Slips.** You may provide a deposit slip or other information to help itemize any deposits we will process when you are not present (e.g. mailed or drop box deposits). It is your responsibility to make sure the declared amount of your deposit is accurate. If there is a discrepancy between the amount on the deposit slip and the amount we determine to be the actual deposit, you will be entitled to credit only for the deposit amount as determined by us.

**Remotely Created Checks.** A remotely created check (also referred to as a telecheck, preauthorized draft, or demand draft) is created to debit money from an account. It is not signed by the account owner but usually states that the account owner authorized the check and/or may have the account owner's name printed on the signature line. For every remotely created check we receive from you for deposit or collection, you agree that you have express, verifiable authorization to create the check in the amount and to the payee appearing on the check and will maintain proof of such authorization for at least two years, which you will provide us if requested. If a remotely created check is returned, you will owe us the amount of the check. We may take funds from your account to pay the amount you owe us in whole or in part.

**Withdrawals.** Anyone who signs the Application for Membership or who has authority to make

withdrawals may, acting alone, withdraw or transfer all or any portion of the deposit account balance at any time. Multiple signatures cannot be required for withdrawals on any account.

For information about when you can withdraw funds you deposit, see the Funds Availability section of this Agreement.

For information about withdrawal requests that overdraw your account, see the Overdrafts and Returned Items section of this Agreement.

**Withdrawal Limitations.** We may limit the number and/or frequency of withdrawals and transfers that can be made out of your savings account. We may refuse any withdrawal or transfer request that exceeds any applicable limitations. In addition, if you violate the stated transaction limitations, we may in our discretion close or reclassify your account. A reclassified account will be subject to the fees and earnings rules of the new classification.

**Large Cash Withdrawals.** We may place reasonable restrictions on when and how you make any large cash withdrawal, including requiring prior notice. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request poses a security risk or imposes a hardship on us. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your risk and expense. If a large cash withdrawal is completed at a branch you may be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require an alternate delivery method for the funds.

**Early Withdrawal Penalties.** You may be subject to an early withdrawal penalty for a time account (e.g., a certificate account) even if you do not initiate the withdrawal. For example, we may impose a penalty if our setoff against funds in the account or an attachment or other legal process causes an early withdrawal. In the event of a partial early withdrawal, we may close your account and impose the penalty on the entire account balance. See your notice of penalty for early withdrawals for additional information.

**Check Blanks.** Your checks must meet our standards, including paper stock, dimensions, and other industry standards. If you do not purchase your checks from us, you must be sure that we can accept the checks you purchase. We reserve the right

to refuse checks that do not meet our standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards. Please note that your membership number does not appear on checks you purchase from us.

**Check Processing; Post-Dated Checks and Restrictive Legends or Endorsements.** We process a large volume of checks by automated means. This means we may process a check with missing elements and cannot look for postdated checks (i.e., where the check's date is in the future), restrictive legends, restrictive endorsements, or other special instructions on every check. Examples of restrictive legends and endorsements include "must be presented within 90 days" or "for deposit only." We may pay a check you write regardless of its date (unless we have received written notice of the postdating (including the date, check number, amount, and payee) in time to have reasonable opportunity to act), and regardless of any such other restrictions or instructions, and we are not responsible for any resulting losses you suffer. In addition, if you write a check to multiple payees, we may properly pay the check regardless of the number of endorsements.

**Electronic Check Conversion.** Electronic check conversion is a process where your check is used as a source of information about your account to make a one-time electronic payment from your account. The check itself is not the method of payment and is generally removed from circulation or given back to you. As a result, we will not have the opportunity to review the check or examine the signatures. You agree that multiple signatures will not be required for these or any other items where we have no opportunity to examine the signatures.

**Automated Clearing House (ACH) and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfer as adopted and codified into law in California. If you originate a fund transfer and identify a recipient or participating financial institution inconsistently by name and account number, we may rely on the account number to make payment even if it identifies a party different from the named recipient. Fund transfers to or from your account will be governed by automated clearing house association rules. Among other things, these rules provide that payments made to or originated by you are provisional until final settlement is made. If we do not receive payment, you agree to refund us in the amount credited to your account, and the party

originating such payment will not be considered to have paid the amount so credited.

You agree that fund transfers will be authenticated in accordance with commercially reasonable security procedures of our choosing, which may vary depending on how we receive the instruction (e.g., in person, by phone, or online). If we offer an optional security procedure that is commercially reasonable, but you decline, then you agree that any alternative procedure you select is commercially reasonable. You agree to be bound by fund transfers initiated in accordance with commercially reasonable security procedures even if the transfer was not initiated or authorized by you, to the extent permitted by law.

We will notify you of funds electronically debited from or credited to your account via wire transfer or ACH in the account statement covering the period in which the transaction occurred. We will not provide you with any additional notice unless required by applicable law.

**Stop Payments.** You may ask us to stop payment on checks and drafts drawn on your account that we have not yet paid by submitting a stop payment order in the manner required by law. A stop payment order can be placed by any owner or authorized signer on the account. We must receive the stop payment order in enough time to allow us a reasonable opportunity to act on it before our stop-payment cutoff time, which is one hour after the opening of the next Business Day after the Business Day on which we receive the item. For example, if we receive the item at 3:00 p.m. on a Wednesday, our stop-payment cutoff time is one hour after opening on Thursday. Please be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order. Please refer to our separate Consumer Services Fee Schedule for the amount we will charge you for each stop-payment order you give.

Most stop payment orders are processed electronically. Therefore, to be effective, your stop payment order must identify precisely the number, date, and amount of the item and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. A stop payment order given to us in writing is generally effective for six (6) months, and will lapse after that time if not renewed by you in writing before the six (6) month period ends. We are not obligated to notify you when a stop payment order expires and it is your responsibility to renew the stop payment order if needed. Any owner or authorized signer on the account may request release of a stop payment order.

If we incur any damages or expenses because of a stop payment that you put in place, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or other holder of the item, and agree to cooperate with us in any legal action that we may take against such persons.

For rules governing stopping payment of electronic fund transfers (EFTs), please see the discussion of Preauthorized Payments in the Electronic Fund Transfers section of this Agreement.

**Statements; Reporting Errors.** You will receive a monthly account statement from us for your checking account(s), and will receive an account statement from us for your savings account(s) at least quarterly. Your statement may include change in terms and other important disclosures and notices regarding your account(s). Your statement may also reflect other accounts you hold within the same overall membership number as your share account.

Please review your statements (and any items or images of items made available to you, and any statement inserts) as soon as they arrive. You must promptly report any unauthorized or missing signatures, alterations, forgeries, or other errors. Failure to notify us in a timely manner may result in losses that Golden 1 will not cover. The time you have will depend on the circumstances, but in no event will you have more than 30 days (in the case of unauthorized signatures, alterations, or forgeries) or 60 days (in the case of other errors) from when the statement is first sent or made available to you to examine the statement and report any errors to us. If you fail to examine your statement and report any errors within such 60 days, you cannot make a claim against us for any items in that statement and as between you and us the loss will be entirely yours.

For provisions regarding errors relating to electronic fund transfers, refer to the discussion of member liability in the Electronic Fund Transfers section of this Agreement. For provisions regarding errors relating to a substitute check, refer to the section of this Agreement entitled Substitute Checks and Your Rights.

**Pledges.** Each owner of this account may pledge all or any part of the funds in it for any purpose. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

## FUNDS AVAILABILITY

This policy applies to all accounts. Please remember that you are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit, or otherwise invalid, regardless of whether the amount of the item has been made available for your use. All deposits are subject to verification.

**Your Ability to Withdraw Funds.** Our general policy is to make funds from your cash, check, and electronic direct deposits available to you on the same Business Day we receive your deposit. If you make a deposit before 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 closing or on a non-Business Day, we will consider that the deposit was made on the next Business Day we are open. (For deposits made in person or at a drop box, closing is determined by the closing time of the branch location at which the deposit was made; for deposits made at an ATM or through mobile banking, closing is 11:59 p.m.) Examples are provided in the chart below for your reference.

Day of Deposit	Before or After Closing?	Day of Funds Availability (subject to exceptions described in this policy)
Wednesday*	Before	Wednesday
Wednesday*	After	Thursday
Saturday	Either	Monday

*\*assuming it is not a federal holiday*

Once the funds are available, you can withdraw them in cash and we will use them to pay transactions you have authorized, including checks you have written, subject to certain exceptions described in this policy.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, and the history of the account receiving the deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$275 of your deposits, however, will generally be available on the same day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make



your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the end of the next Business Day following your deposit.

If you will need funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check including the first \$275, may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

**Special Rules for New Accounts.** The following special rules will apply to new accounts. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us.

Funds from electronic direct deposits to your account will be available on the effective date of the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, U.S. postal money orders, treasury checks, and federal, state, and local government checks deposited in person will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks is not made in person to one of our employees, the first \$6,725 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.** If we cash a check for you that is drawn on another financial institution, 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 the funds from the check we cashed would have been available if you had deposited it (rather than cashed it).

If you have more than one account with us and we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately from the account that received the deposit, while holding a corresponding amount of funds that you have on deposit in your other account(s) with us. The funds in the other account would then not be available for withdrawal until the time described elsewhere in this Agreement for the type of check that you deposited.

**Deposits at Automated Teller Machines (ATMs).**

Funds from any deposits (cash or check) made at an ATM, whether or not we own or operate the ATM, may not be available until the second Business Day after the day of your deposit. Deposits for New Accounts will be handled as stated in the Special Rules for New Accounts section.

**Deposits through Mobile Image Capture.** Funds from check deposits, regardless of check types, made through Mobile Deposit may not be available until the second Business Day, after the day of deposit. Extended holds on all check deposits for New Accounts may apply.

## **OVERDRAFTS AND RETURNED ITEMS**

**What is an Overdraft?** An overdraft occurs when the available balance in your checking account is insufficient to cover a transaction, but we pay it anyway. Your account is considered overdrawn when the available balance in your account is negative.

**How Do We Calculate Available Balance?** We use your available balance to determine whether you have sufficient funds in your account to cover a transaction. In determining the available balance in your account, we consider all transactions that have posted to your account, any holds that may be in place on deposits you have made (as discussed in the Funds Availability section of this Agreement), and any pending transactions that we have authorized but that have not yet posted to your account.

For point-of-sale transactions, such as when you use your debit card with a merchant, we calculate your available balance at the time the transaction

is authorized (subject to the details regarding authorization holds discussed in the following section). For ACH transactions or checks drawn on your account and presented by other financial institutions, we calculate your available balance at the time we post the transaction.

The amount we show as your available balance at any given time reflects the most current records we have about the funds that are available for withdrawal from your account at that time. However, for a variety of reasons, this amount might not represent the funds in your account that will actually be available to cover a particular transaction. For example, the amount shown as your available balance does not reflect outstanding checks you have written which have not yet been presented to us for payment, automatic bill payments you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your available balance may not reflect all of your debit card transactions, as explained in the next section entitled Authorization Holds for Debit Card Transactions. Depending on how and when these items are presented to us relative to a transaction you want to make, you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover the transaction. Some examples of this are provided in the chart below (entitled “You May Still Overdraw Your Account Even Though Your Available Balance Appears to Show There Are Sufficient Funds to Cover the Transaction”). **It is your responsibility to record and track all of your transactions closely to ensure there are sufficient funds in your account.**

Your available balance is different from your ledger (or account) balance, which is the current posted balance in your account. Your ledger balance includes only posted deposits and withdrawals. It does not include any pending transactions, and it may include deposits that are not yet available for withdrawal (such as check deposits that have holds). The amount displayed on your periodic statements from us is your ledger balance.

### **Authorization Holds for Debit Card Transactions.**

When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. In these situations, we generally place a temporary hold (called an “authorization hold”) against some or all of the funds in the account linked to your debit card. The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a

gas station purchase or hotel stay). The amount of the authorization hold will be subtracted from your available balance, generally in real time as received by us throughout each day.

We will typically release the authorization hold when the transaction clears or after two calendar days, whichever is first. If the merchant does not submit the transaction for payment and we release the authorization hold, your available balance will no longer reflect this transaction. We still must honor the prior authorization and pay the transaction from your account when the transaction is submitted for payment even after the hold has been released, even if it results in your account being overdrawn (as shown in Example 2 in the chart below). For this reason, it is important to record and track all of your transactions closely to ensure you have sufficient funds in your account.

YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH YOUR AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER THE TRANSACTION		
	Example 1	Example 2
Available balance	\$2000	\$100
But...	You mailed a \$1000 rent check to your landlord yesterday that hasn't yet posted to your account.	You used your debit card for \$50 of gasoline last week, but the merchant hasn't yet submitted the transaction for payment and we released our authorization hold so your available balance no longer reflects the transaction.
Next transaction	\$1200 purchase, posted to your account.	\$60 purchase, posted to your account.
Outcome	Your account has insufficient funds to cover the check to your landlord; when the check is presented for payment, it will either be returned (and we may charge you an insufficient funds fee) or it will be paid and overdraw your account by \$200 (and we may charge you a courtesy pay fee, if you have not opted out of our standard Courtesy Pay program).	Because we released our authorization hold for the gas station transaction, you had sufficient available balance for the subsequent \$60 purchase. However, when the merchant submits the gas station transaction for payment, we must honor our prior authorization and your account will be overdrawn by \$10.

**Operation of Account and Order of Posting.** The order in which we process transactions can affect your available balance and any overdraft fees you incur. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law regardless of whether additional fees result.

It is important to understand that transactions are generally not processed in the order in which they occurred. We receive deposit and withdrawal transactions in many different forms. Some items are received by us individually and others are received in batches throughout each day. Examples of items that we currently receive individually include debit card transactions, ATM withdrawals and teller transactions. These individual items are generally posted to your account as they are received by us each Business Day. Examples of items that we currently receive in batches include checks drawn on your account presented by other financial institutions and ACH transactions. We generally post batched transactions as they are received by us throughout each Business Day.

We may change the timing and posting order of when items are posted during the day and whether they are posted individually or in batches any time without notice to you, except to the extent limited by regulatory and judicial authorities.

**What Happens if Your Account is Overdrawn?** When we determine that the available balance in your account is not sufficient to cover a check or other item presented for payment, we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional overdraft protection plans (discussed below) and have enough available funds in the linked account, we will transfer funds to cover the item. Otherwise, without notice to you, we will either (i) authorize/pay the insufficient funds item and overdraw your account, and may charge you an overdraft fee (subject to any limitations we impose and special rules for everyday debit transactions discussed in greater detail below); or (ii) decline or return the insufficient funds item without payment. The fees for overdrafts are discussed in greater detail in the separate Consumer Services Fee Schedule.

We are not obligated to pay any item presented for payment against your account if the available balance in your account is insufficient to cover the item. We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future

insufficient funds items. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

You can avoid fees for overdrafts by making sure that your account always contains a sufficient available balance to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts and returned items. You may enroll in one of the optional overdraft protection plans described in the next section entitled Optional Overdraft Protection. While fees may apply when you use an optional overdraft protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

**Optional Overdraft Protection.** We offer optional overdraft protection services that you may apply for, when made available to your account type, such as Transfer Overdraft Protection (where funds from another account, such as your savings account, are used for overdraft protection). If you apply and are qualified for these optional services, in the event of an overdraft, we will automatically transfer available funds in increments of \$200, up to the available balance, from the designated account to satisfy the amount of the overdraft. We will look first to these services for overdraft protection before applying our Courtesy Pay program when your account is overdrawn. Please see your Application for Membership for more details on these plans, including enrollment.

**Courtesy Pay.** Courtesy Pay provides overdraft protection when the available balance in your checking account is insufficient to cover a transaction. You will be eligible for our Courtesy Pay program if you have an eligible account type (as shown in the table below) and if you maintain your account in good standing. Maintaining your account in good standing means that you maintain at least \$1.00 in your share account; you are not in default on any loan obligation to us; you bring your account to a positive balance as soon as possible after it has been overdrawn, and at least once every thirty (30) days; and your account is not the subject of any legal or administrative order or levy, such as a bankruptcy or tax lien. We may limit the number of your accounts eligible for Courtesy Pay to one account per household and/or taxpayer identification number.

You are automatically enrolled in our standard Courtesy Pay program if you are eligible. With our standard protection, we may authorize and pay overdrafts for checks, automatic bill payments, and other transactions made using your checking account number (ACH). If you want the same coverage for your everyday (non-recurring) debit card transactions,

you may opt into Courtesy Pay for Everyday Debit Transactions. We will not charge fees for overdrafts caused by non-recurring debit card transactions if you have not opted into the Courtesy Pay for Everyday Debit Transactions program. For important information regarding Courtesy Pay for Everyday Debit Transactions, and to opt in, visit **golden1.com/debitoverdraft**. You may also opt in by visiting any Golden 1 branch, calling **1-877-GOLDEN 1 (1-877-465-3361)**, or mailing it to Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852-0966. We will not authorize or pay overdrafts for ATM transactions.

If you meet our requirements, we may, without obligation on our part, approve and pay your reasonable overdrafts. We may charge a fee for this overdraft as described in the separate Consumer Services Fee Schedule, subject to the limits in the chart below. You will be notified of any overdrafts or returned items by any method permitted by law and reasonably calculated to provide notice; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including fees, shall be due and payable immediately. We may use deposits you or others make to your account to repay overdrafts, fees, and other amounts you owe us.

COURTESY PAY PROGRAM		
	Courtesy Pay	Courtesy Pay for Everyday Debit Card Transactions
What it is	Overdraft protection coverage that comes standard for eligible account types in good standing. You may opt out of this coverage.	Optional additional coverage you can opt into.
Eligible Account Types	Business Checking	Business Checking
Transactions Covered	Checks, automatic bill payments, and other transactions made using your checking account number (ACH).	Everyday (non-recurring) debit card transactions.
Fees	Each occurrence incurs a Courtesy Pay Fee as outlined in the separate Consumer Services Fee Schedule, limited to the specified daily maximum.	Each occurrence incurs a Courtesy Pay Fee as outlined in the separate Consumer Services Fee Schedule, limited to the specified daily maximum.

This program is a courtesy extended at our discretion. We may refuse to pay an overdraft for you at any time without prior notice, reason or cause, even though your account is in good standing and even though we previously paid overdrafts for you. We reserve the right to exclude you from the Courtesy Pay program at any time and for any reason, including for what we believe to be excessive use of Courtesy Pay, and without prior notice. You should not rely on overdrafts as a means to cover ordinary or routine expenses. If at any time you feel you need help with your financial obligations please contact one of our Member Service representatives at **1-877-GOLDEN 1 (1-877-465-3361)**.

**You may choose at any time to opt out and not participate in the Courtesy Pay program.** If you choose to opt out of the entire Courtesy Pay program, and you have previously opted into Courtesy Pay for Everyday Debit Card Transactions, you will be automatically removed from Courtesy Pay for Everyday Debit Card Transactions. If you have previously opted into Courtesy Pay for Everyday Debit Card Transactions and you wish to opt out of that protection but maintain standard Courtesy Pay protection, you may do so at any time as well. To opt out, please visit **[golden1.com/debitoverdraft](https://golden1.com/debitoverdraft)** or any Golden 1 branch, contact a Member Service Representative at **1-877-GOLDEN 1 (1-877-465-3361)**, or mailing it to Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852-0966.

**The Responsibility is Yours. You are solely responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, use your debit card, or initiate any other transaction.** We encourage you to manage your funds responsibly. Among other things, you should keep a running balance that reflects all of your transactions, including outstanding transactions you may have authorized that have not yet been paid from your account (such as outstanding checks or automatic bill payments). **It is your responsibility to ensure that a transaction will not overdraw your account.**

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **Important Information About Your Checking Account**

**What Is a Substitute Check?** To make check processing faster, federal law permits financial institutions to replace original checks 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.

Some or all of the checks that you receive back from us may be substitute checks. 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.

**Your 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 dividends on the amount of your refund if your account is a dividend-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 dividends if your account earns dividends) within 10 Business Days after we received your claim, and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. If we are presented with an item drawn against your account that would be a “substitute check” as defined by law but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such an item.

**How do you 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 Golden 1 in writing or by telephone.

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 or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## ELECTRONIC FUND TRANSFERS

We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions. This section describes some of these services and provides certain disclosures that apply to your use of these services. Some of these services are governed by separate agreements provided to you at the time your card is mailed or when you sign up for the services (e.g., ATM and Visa® Debit Cards; and Mobile and Online banking).

**Transfer Types and Limitations.** We are capable of handling the following types of electronic fund transfers. Some of these may not apply to your account. The actions you may perform through each type of transfer, if applicable to your account, are set out in the chart below.

***Transfers Initiated by Third Parties*** - You may authorize a third party to initiate recurring and/or one-time electronic fund transfers between your account and the third party's account. These transfers may use the Automated Clearing House (ACH) or other payment network. You will be required to provide the third party with your account number and other information in order to process the third-party transfer. Examples of these transfers include:

- Preauthorized credits, in which certain direct deposits are accepted into your checking, savings or loan account(s).
- Preauthorized payments, in which you pay certain recurring bills from your checking account(s).
- Electronic check or draft conversions, in which a merchant or other payee initiates a one-time payment from your checking account(s) for a purchase or to pay a bill.
- Electronic returned check or draft charge, in which a merchant or other payee collects a charge in the event a check or draft is returned for insufficient funds.

**Telephone Teller<sup>SM</sup> Transfers** - You may access your account by telephone 24 hours a day, 7 days a week at **1-877-GOLDEN 1 (1-877-465-3361)**, Option 2 using your personal identification number, a touch-tone phone, and your account number(s).

**ATM and Visa<sup>®</sup> Debit Card Transfers** - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) or Visa<sup>®</sup> Debit Card and PIN.

**Online and Mobile Banking Transfers** - You may access your account(s) through the internet by logging on to our website at **golden1.com** or our mobile banking app using your account number and password.

ACTION YOU MAY PERFORM THROUGH TRANSFER	TYPE OF TRANSFER		
	Telephone Teller	ATM and Visa <sup>®</sup> Debit Card	Online and Mobile Banking
Transfer funds from checking to checking or savings	✓	✓	✓
Transfer funds from savings to checking or savings	✓	✓	✓
Transfer funds from a line of credit to checking or savings	✓	✓	✓
Perform external incoming and outgoing transfers			✓
Make payments from checking or savings to a loan account with us	✓	✓*	✓

ACTION YOU MAY PERFORM THROUGH TRANSFER	TYPE OF TRANSFER		
	Telephone Teller	ATM and Visa® Debit Card	Online and Mobile Banking
Make payments from checking to third parties (Bill Payment)			✓
Make deposits to checking or savings		✓	✓
Perform point-of-sale transactions (as described below)		✓	
Get information about the account balance of checking or savings	✓	✓	✓
Get information about the last five deposits to, or withdrawals from, checking or savings	✓		✓

\* Not including a credit card account

**Point-of-Sale Transactions.** You may access your checking account(s) using your ATM or Visa® Debit Card to purchase goods, pay for services, get cash from a merchant (if the merchant permits) or from a participating financial institution, and do anything that a participating merchant will accept, subject to the dollar limitation disclosed in writing at card issuance.

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

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

**Non-Visa Debit Transaction Processing** - We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Visa network) with or without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

***Visa Account Updater Notice of Right to Opt Out*** - Your Golden 1 Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at **1-877-GOLDEN 1 (1-877-465-3361)**, notify us through our website at [golden1.com](http://golden1.com), or mail us written notice of your intention to opt out at Golden 1 Credit Union, P.O. Box 15966, Sacramento, CA 95852-0966. You must include your name, address, account number, and last four digits of your card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**Fees.** We do not charge for electronic fund transfers unless stated elsewhere. We do not charge for direct deposits to any type of account, and we do not charge for preauthorized payments from any type of account.

***ATM Out-of-Network Fees*** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. This fee is in addition to any fees Golden 1 may charge for the out-of-network transaction.

For more information regarding ATM out-of-network fees, refer to the ATM Services section of the separate Consumer Services Fee Schedule.

***Visa® Foreign Transaction Fee*** - Transactions that you incur in foreign currencies will be posted to your account in U.S. dollars. Foreign transactions are normally converted to U.S. dollars by the network processing the transaction, which may

impose a fee for this service. Since conversion may occur after the date of the transaction, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree that the transaction amount as converted by the network may be deducted from your account, as well as any conversion charges which are imposed. You agree to accept the converted amount in U.S. dollars.

Visa USA charges us an International Service Assessment (ISA) on all international transactions, regardless of whether there is a currency conversion. We may pass all or part of this fee on to you. An international transaction is one that is processed outside of the United States, regardless of where the purchase took place (e.g., it may include an online purchase from an international merchant). The currency conversion rate used to determine the transaction amount in U.S. dollars is either (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance in addition to the VISA ISA fee. Please see the separate Consumer Services Fee Schedule for the current fee.

### **Disclosure of Account Information to Third Parties.**

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- As explained in our Privacy Notices.

### **Documentation.**

***Terminal Transfers*** - You can get a receipt at the time you make any transfer to or from your account(s) using an ATM or point-of-sale terminal.

***Preauthorized Credits*** - If you have arranged to have direct deposits made to your account(s) at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also contact us at **1-877-GOLDEN 1 (1-877-465-3361)**, Option 2 to find out whether or not the deposit has been made.

***Periodic Statements*** - You will receive a monthly account statement from us for your checking account(s). You will receive a monthly account statement from us for your savings account(s), unless there are no transactions in a particular month, in which case you will receive a statement at least quarterly. For additional information regarding your statements, see the section of this Agreement entitled "Statements; Reporting Errors."

### **Preauthorized Payments.**

***Right to stop payment and procedure for doing so*** -

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone number or address listed in this Agreement. We must receive your request at least three Business Days before the payment is scheduled to be made. If you call, we may also require you to send your request to us in writing within 14 calendars days. You may place a single stop payment or a series of stop payments for up to 13 months, which will lapse after that time if not renewed by you. Please refer to our separate Consumer Services Fee Schedule for the amount we will charge you for each stop-payment order you give. Please be aware that your stop payment request will not cancel your agreement with the payee (for example, if you have a monthly gym membership, stopping your payment with us does not cancel your agreement with your gym).

***Liability for failure to stop payment of***

***preauthorized transfer*** - If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

***Notice of varying amounts*** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

### **Golden 1's Liability for Failure to Make Transfers.**

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.

- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken).
- If there is some other exception stated in our agreement with you.

**Member Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your ATM or debit card and/or code (e.g., your PIN) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Contacting us at **1-877-GOLDEN 1 (1-877-465-3361)** is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

Also, if your periodic statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the first statement showing the unauthorized transfer was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the time period may be extended.

***Additional limit on liability for VISA® Debit Card -***

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal



Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Services Association.

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this Agreement. You should also call the number or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check without your permission.

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale transaction, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us.

We will tell you the results within three Business Days after completing our investigation. If we

decide that there was no error, we will send you a written explanation and any provisional credit will be revoked. You may ask for copies of the documents that we used in our investigation.

**For complaints or inquiries regarding your account, or to notify us of a lost or stolen card and/or code or an unauthorized transfer, please contact Golden 1 in writing or by telephone.**

All ATM/Visa® Debit Cards are nontransferable and are property of Golden 1. We may cancel, modify, or restrict the use of any card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **GENERAL TERMS AND CONDITIONS**

**Dispute Resolution; Arbitration.** If you have a dispute with us, we want to resolve it as quickly and easily as possible. Please contact us to discuss your concerns. You must explain the nature of your claims and the relief requested. If we are unable to resolve a dispute informally within a reasonable time after notice from you, then you and we agree that either party may elect to resolve it as provided in this Arbitration Provision. Please read it carefully.

**THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS BY LIMITING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.**

**Scope** - As used in this Arbitration Provision, a "Claim" means any and all controversies, disagreements, or other disputes between you and us arising out of or relating to this agreement, your membership in the credit union, or the relationship that arises between you and us from your use of the credit union's products and services. A Claim has the broadest possible meaning and includes disputes in the past, present or future, whether based under a statute, in contract, tort or otherwise, and including any claim for injunctive or declaratory relief. A Claim includes disputes about the validity, enforceability or scope of this Arbitration Provision, except that it does not include a dispute about whether you complied with the informal dispute resolution requirements of this section. If applicable law provides that a Claim is not subject to binding arbitration, this Arbitration Provision will not apply to such Claim. For example, if you are on active duty military service or a spouse or dependent of a

person who is on such active duty military service and a Claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such Claim. Similarly, this Arbitration Provision will not apply to a dispute arising from a consumer credit transaction secured by a dwelling.

If you became a member of the credit union on or before June 30, 2019 and opted out of this Arbitration Provision in a timely and valid manner pursuant to the opt-out instructions provided at the time the provision was introduced, you are not bound by this Arbitration Provision.

***How this Provision Relates to Other Arbitration Agreements Between You and Golden 1*** - If you and we have previously entered into an agreement to arbitrate Claims between us, then the terms of this Arbitration Provision will control. If you and we later enter into an agreement to arbitrate claims, then to the extent this Arbitration Provision is applicable and enforceable, this Arbitration Provision will control.

***How Claims Will Be Resolved*** - You or we may elect to resolve any Claim through binding and final arbitration and not in a court of law. If either party elects to arbitrate a Claim, with limited exceptions, neither you nor we will have the right to litigate such Claim in court or have a trial of such Claim before a judge or jury.

***Arbitration Procedures*** - If you or we elect to arbitrate a Claim, it will be resolved by mandatory binding arbitration. A Claim may be submitted to binding arbitration at any time, regardless of whether you or we have previously initiated any lawsuit or other proceeding. The arbitration will be heard and determined by one neutral arbitrator. The arbitrator's decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator will follow applicable substantive law and give effect to the applicable statute of limitations, defenses and privileges. Unless you and we agree otherwise, the arbitration hearing will be conducted in Sacramento County, California, and either you or we may appear by telephone. You and we agree to maintain the confidentiality of any arbitration proceeding, meaning that you and we agree not to publicize or disclose to third parties its existence, content, subject or resolution, except as required by law.

***Arbitration Rules*** - Claims will be administered by the American Arbitration Association ("AAA") or any other arbitration organization acceptable to you and us (either, an "Arbitration Administrator").

The Arbitration Administrator will administer the arbitration proceeding and the selection of arbitrator according to its rules at the time the Claim is filed (“Arbitration Rules”). If the AAA is selected as the Arbitration Administrator, then the Arbitration Rules will be the AAA’s Commercial Arbitration Rules. You may obtain a copy of the Arbitration Rules by contacting the Arbitration Administrator or visiting its website (1-800-778-7879 or [www.adr.org](http://www.adr.org) if the AAA is selected). The arbitrator will be appointed in accordance with the Arbitration Rules, and he or she must be a retired judge or attorney with more than 10 years of experience and knowledge of the laws applicable to financial transactions. If the Arbitration Rules conflict with this Arbitration Provision, the terms of this Arbitration Provision will control. This Arbitration Provision is made in connection with a transaction involving interstate commerce and is governed by the Federal Arbitration Act.

***Class Action Waiver*** - All Claims will proceed on an individual basis on behalf of the named parties only. Claims may not be arbitrated on a class or representative basis. Neither you nor we may act as a class representative nor participate as a member of a class of claimants with respect to any Claim. You agree not to bring a Claim against us on behalf of any other person, and you agree that no other person may bring a Claim against us on your behalf. Unless we agree, the arbitrator may not consolidate or join the claims of other persons who may be similarly situated. If the terms of this Class Action Waiver section are found to be unenforceable with respect to a Claim, then such Claim may, at our election, be arbitrated on a class or representative basis or litigated in court.

***Arbitration Fees and Costs*** - You agree that you will pay all fees and costs you are responsible for pursuant to the Arbitration Rules. We agree that we will pay all fees and costs that we are responsible for pursuant to the Arbitration Rules. Notwithstanding anything to the contrary in the Arbitration Rules, each party will pay its own attorneys’, expert and other fees not covered by the Arbitration Rules, unless awarded by the arbitrator under applicable law.

***Other Rights*** - You and we retain the right to seek remedies in small claims court for any Claims within that court’s limited jurisdiction. Nothing in this Arbitration Provision prevents you from filing a complaint against us with regulatory agencies, or us from exercising peaceful self-help remedies, such as setoff rights. Either you or we may delay enforcing or not exercise rights

under this Arbitration Provision without waiving them. This Arbitration Provision will survive the termination of this agreement, your membership and your account(s) with us, any bankruptcy and any legal proceeding to collect a debt. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect.

**Limitation of Golden 1's Liability.** To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement or other document governing our relationship with you:

- We will not be liable for any failure to perform or delay in performing with respect to any of our services except solely to the extent that our action or omission constitutes gross negligence or willful misconduct, to which your actions or omissions have not contributed in any way.
- We will not be liable for any mistake, delay, loss, expense, or damage which happens for any reason beyond our reasonable control, including without limitation acts or pronouncements of civil, military, or banking authorities, national or state emergencies, pandemics, quarantines, strikes or other labor unrest, insurrection, war, riots, acts of terrorism, failure of transportation, communications, or power supply, or malfunction or unavoidable difficulties with our equipment.
- We will not be liable for any failure, refusal, or delay in executing the transmission or receipt of a payment order, money transfer, wire transfer, ACH transaction, electronic transmission, or other customer transaction on your behalf or benefit, if such execution or fulfillment would result in the violation by us of any applicable rule, law, regulation, or order, or funds transfer system rule or policy, or a policy of ours or any of our affiliates.

**We provide services “as is” without any warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. There is no warranty that your use of our services will be uninterrupted or error-free. There is no warranty against interference with your enjoyment of the information contained in connection with our services or against infringement. You assume all risks of the use, results, and performance of our services. We are not responsible for any errors or failures caused by the malfunction of any of our services. We are also not responsible or liable for any computer virus caused by or**

introduced through the use of our services. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

If an arbitrator or court finds that we are liable to you because of what we did or did not do under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six-month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law. In no event will you be able to recover from us any special, consequential, exemplary, indirect or punitive damages or losses of any kind, even if you advise us of the possibility of such damages or losses.

**Fees and Charges.** By opening an account, you agree to the terms of the account and the separate Consumer Services Fee Schedule, as it may be modified from time to time, and authorize us to deduct any fees directly from the account balance as accrued without further notice to you. In addition, we may charge, and you agree to pay, any reasonable additional fees for services you request which are not covered by this Agreement, the Consumer Services Fee Schedule, or any other agreement you have with us.

**Repayment of Indebtedness; Our Right of Offset.**

You agree to pledge all shares, payments on shares, dividends on shares, and deposits (excluding IRA accounts or other accounts to the extent that applicable law precludes the pledge of such accounts) in all joint and individual accounts held by you, which you have now or in the future with Golden 1, as security for all your obligations with us. These obligations include but are not limited to principal, interest, late charges, finance charges, account shortages resulting from overdrafts, costs, and expenses, including attorneys' fees. You agree that you own any shares pledged and that there are no liens against them other than ours. Our lien is independent of any security agreement you may sign, and we may enforce our lien in any manner, at any time allowed by law.

If you default on your obligations for any reason, you agree that we can immediately apply any and all pledged shares payments, dividends, and deposits without further notice to you to collect all or part of what you owe us unless prohibited by applicable

law. You are liable whether the obligation or account shortage was caused by you or another with access to your account, and regardless of whether you benefitted from it.

**Government Payment Reimbursement.** In certain circumstances a government agency may require reimbursement for a benefit payment that was previously released for direct deposit. If for any reason a federal government agency requires us to reimburse it, in whole or in part, for any benefit payment that was deposited into your account, you agree that we may (i) deduct the required amount from the account or from any other account you have with us, at any time and without prior notice to you, except as otherwise prohibited by law; or (ii) use any other legal or equitable remedy to recover such amount from you.

**Unclaimed Property.** We are required by law to turn over accounts considered abandoned to the applicable state. Your account is usually considered abandoned if, within the time period specified by applicable unclaimed property law, you have not made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account (such as asking to keep the account active). We will notify you to the extent required by applicable law before we turn over an abandoned account. Applicable fees may be assessed to your account. See separate Consumer Services Fee Schedule. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim them.

**Legal Actions Affecting Your Account.** We will comply with any subpoena, levy, garnishment, or other order (each, a “Legal Action”) served on us relating to your account. This may require us to disclose your nonpublic personal information (such as your social security number or birthdate), even if the Legal Action involves less than all account owners or authorized users. You will be notified of the Legal Action if required by law. It is your responsibility to take any action necessary to object to or contest our compliance with the Legal Action.

At our discretion, we may also place a hold (refuse payment or withdrawal of funds) on any account that is subject to a Legal Action pending a final court order or judicial determination. In addition, we may place a hold on the funds in your account if it becomes subject to a claim adverse to your own interest or if others claim an interest as survivors or beneficiaries of your account. We may keep this hold in place until we receive notice that the dispute has

been resolved. We will not be liable to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or restricted access in accordance with a Legal Action or other claim involving your account.

We may charge your account for any fees (including reasonable attorneys' fees) or expenses we incur in investigating or responding to any Legal Action, claim, collections action, or other dispute involving your account, to the extent permitted by law. All such costs and fees can be deducted from your account when incurred without notice to you.

**Governing Law.** Your contractual relationship with us is governed by federal law and, to the extent not otherwise preempted, the laws of the state of California, without regard to its conflicts of law principles.

**Notices.** You must provide any written notice to us in accordance with our then-current delivery instruction, if any. Such notice is effective when we actually receive it with enough time to have a reasonable opportunity to act on it, and (if applicable) it must contain enough information to allow us to identify the check or item and account at issue. Any written notice we give to you is effective when deposited in the United States mail with sufficient postage and addressed to the mailing address we have on file for you. Any written notice we give to one joint account owner is and shall be considered notice to all joint account owners.

You agree to waive any notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account to the extent permitted by law.

We will not be responsible for recognizing or otherwise acting upon any instructions you attempt to give us via facsimile transmission or by voice mail or on a telephone answering machine, unless we are otherwise required to do so by applicable law.

**Authorization to Obtain Credit Report.** You authorize us to obtain your credit report from one or more consumer reporting agencies in connection with our review and approval of your Application for Membership. You further agree that we may periodically obtain credit reports in order to determine your eligibility for existing products and services.

**Consent to Receive Communications.** We (or parties acting on our behalf) may contact you from time to time by telephone, text messaging, email or mail in order to service your account or collect amounts you owe to us. We are permitted to use any address,



telephone number, or email address you provide to us. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you. We may send communications electronically, such as by email or text message, rather than by mail, unless the law requires otherwise. Our telephone calls with you and/or the telephone calls of any party acting on our behalf with you, may be monitored or recorded by us or by such party on our behalf, to the extent not prohibited by law.

When you give us a telephone number (including a cellular or mobile device number) or place a telephone call to us, you are providing your express consent permitting us, and any party acting on our behalf, to contact you at that number about all of your Golden 1 accounts. Your consent allows us to make live telephone calls, send text messages, leave prerecorded or artificial voice messages, and use automatic telephone dialing technology for informational and account service purposes. For example, we may place such calls or texts to provide notices, investigate or prevent fraud, or contact you about the amounts you owe to us. This express consent applies to each telephone number that you provide to us now or in the future. Message and data rates may apply. You may change your communication preferences at any time by any reasonable means, including calling us at 1-877-723-3010, sending an email to [membercare@golden1.com](mailto:membercare@golden1.com), or writing to us at Golden 1 Credit Union, Attn: Member Care, P.O. Box 15966, Sacramento, CA 95852-0966.

You may opt out of receiving further text messages from us by replying "Stop" to a text message you receive from us. If you opt out of receiving text messages from us, you may receive a final text message confirming our receipt of your opt-out. If you provide us with your mobile number again or otherwise consent to us sending you text messages, you may later receive text messages from us.

You may opt out of receiving emails from us by using the opt-out option provided in an email you receive from us. Even if you opt out, you may still receive emails related to your interactions with us (such as confirmation of a registration or form submission) or as otherwise required or permitted by law.

**Consent to Convert Paper Documents into Electronic Records.** You hereby acknowledge and agree that we may create electronic images and destroy paper originals of any imaged documents received or generated by us in connection with products and services we provide to you. Any such images

maintained as part of our normal business process shall be given the same legal effect as paper originals for all intents and purposes to the fullest extent permitted by law.

**Safeguarding Your Account and Account Information; Avoiding Unauthorized Transactions.**

You are responsible for and agree to take reasonable precautions to safeguard your card, PIN or other credentials, account number and other account information, any access devices (e.g., an ATM card), and your blank checks from unauthorized access, use or other fraud. Do not give or make available your password, PIN or any credentials to any unauthorized individual. If you disclose your account number, card number, PIN, credentials, and/or provide any other means to access your account to anyone, you assume all risks and losses associated with such disclosure. This means that you will be responsible for any transactions and activities performed using your accounts by such person or entity, even those you did not intend them to make, to the extent permitted by law. Similarly, if you do not exercise reasonable care in safeguarding your credentials and account information, you may be responsible for any transactions and activities performed using your accounts to the extent permitted by law. If you believe your checks have been lost or stolen, you should notify us immediately. If you are negligent in safeguarding your checks, you must bear the resulting loss; provided, however, that if we failed to use ordinary care and substantially contributed to the loss, we may be required to assume some of that loss.

Please exercise care and discretion when using an automated teller machine (ATM). The following suggestions may be helpful reminders.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM.
- Do not accept assistance from anyone you do not know.
- Do not lend your ATM or debit card to anyone.
- When you make a deposit at an ATM, notice your surroundings. Look out for suspicious activity, particularly during or after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted, and consider having someone accompany you.
- At a drive-up facility, make sure all your car doors are locked and all of the windows (except the driver's window) are rolled up, and keep the engine running.

- Do not share your Personal Identification Number (PIN) with anyone. Do not give anyone information regarding your ATM card or PIN over the telephone. Do not write your PIN where it can be discovered, such as keeping a note of your PIN in your wallet or purse. Shield your PIN from others' view when entering it into an ATM. Never enter your PIN in an ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Refrain from displaying your cash, and put it away as soon as your ATM transaction is completed. Wait to count the cash until you are in the safety of your own home or other secure location.
- Protect your ATM card as though it were cash. Do not leave your card at the ATM. Save your ATM receipts and do not leave them or any other documents at any ATM.
- Promptly notify us if you lose your ATM or debit card or if it is stolen. Consult the Electronic Fund Transfer section of this Agreement for additional information about what to do if your card is lost or stolen.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Compare your records with the account statements or account histories that you receive.

Please tell us if you observe any problem with an ATM, such as if the ATM is damaged or non-operational in any way. Please report any suspicious activity or crimes immediately to both the facility management and local law enforcement officials.

**Closing Your Account.** Any signer on an account may request to close the account at any Golden 1 branch or by calling **1-877-GOLDEN 1 (1-877-465-3361)**. When you close your account, you must keep sufficient funds available in the account to cover any outstanding items and charges to be paid from the account. Items presented for payment after the account is closed may be dishonored. If you wish to close your account, you must notify us. Transferring all your funds out of the account or otherwise reducing the account balance to zero is not sufficient notice, and will not prevent fees from being charged to the account, as applicable.

We may close your account if your Golden 1 membership terminates (as discussed earlier in this Agreement), if your account has a zero balance for at least 90 days, or by giving reasonable notice to you and tendering the account balance personally

or by mail. In some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the account closure becomes effective.

We may reopen your account if we receive a dishonored or returned item that you are responsible for, such as a preauthorized debit initiated on your account and not canceled prior to account closure. You will have to repay any balance due arising from such transaction.

## **ADDITIONAL DISCLOSURES ABOUT SPECIFIC ACCOUNT**

### **Common Features.**

***Condition of Membership*** - You must complete payment of one share in your Savings (Share) account (or other account designated by us) as a condition of admission to membership. The par value of a share is \$1.00. For certain products and services, we may require payment of a \$1.00 entrance fee as a condition of membership rather than purchase of a share.

***Transaction Limitation*** - We may at any time require not less than sixty days' written notice of each withdrawal from a dividend-earning account other than a term-savings certificate account, or from any other savings (share) account as defined by Regulation D.

***Nature of Dividends*** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. See the other sections of this Truth-in-Savings Disclosure for more information about the dividend feature of your non-term savings (share) account(s).

**National Credit Union Share Insurance Fund** - Member accounts with us are federally insured by the National Credit Union Share Insurance Fund.

**Please refer to our separate Consumer Services Fee Schedule** for additional information about charges you may incur in connection with your account(s).

### **REGULAR SAVINGS ACCOUNT**

**Rate Information** - See separate Rate Sheet.

**Compounding and Crediting** - Dividends will be compounded every month and will be credited to your account every month.

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

**Minimum Opening Deposit** - The minimum deposit required to open this account is \$1.00.

**Monthly Maintenance Fee** - There is no monthly maintenance fee.

**Minimum Balance Requirements** - There are no minimum balance requirements to obtain the disclosed APY.

**Daily Balance Computation Method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on non-cash deposits** - Dividends will begin to accrue on the Business Day you deposit non-cash items (e.g. checks) into your account.

**Transaction Limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section of this Truth-in-Savings.

**Par Value of a Share** - The par value of a share in this account is \$1.00.

**Fees and Charges** - See separate Consumer Services Fee Schedule.

### **BUSINESS CHECKING** **(SOLE PROPRIETOR) ACCOUNT**

**(This account does not pay dividends)**

**Minimum opening deposit** - The minimum deposit required to open this account is \$100.00.

**Minimum balance requirements** - You must maintain a minimum daily balance of at least \$1,000 and enroll in eStatements only statement delivery to avoid a monthly maintenance fee. If, at any time during the month, your account balance falls below the required minimum daily balance or you unenroll from eStatements only statement delivery, your account will be subject to a monthly maintenance fee.

**Transaction limitations** - During any month, you may not write more than 50 checks without incurring a fee. The monthly fee and per item fee will be waived with enrollment in eStatements only statement delivery and a minimum average daily balance of \$1,000 in the Business Checking Account during the statement period.

**Fees and Charges** - All fees will be assessed at the time of service or deducted from your account. If the balance is insufficient, you will be notified to pay the required fee. The credit union may charge any of your accounts for any fee due. The credit union may charge any of your accounts for any fees due, as outlined in the Consumer Services Fee Schedule.





Headquarters  
P.O. Box 15966  
Sacramento, CA 95852-0966  
**1-877-GOLDEN 1 (1-877-465-3361)**  
**golden1.com**

Insured by NCUA.