



## Membership and Accounts Agreement and Disclosure

August 1, 2019

### GENERAL

This Membership and Accounts Agreement and Disclosure provides information regarding your Logix Federal Credit Union membership and your and our rights and responsibilities concerning your membership and accounts, sets forth the terms and conditions applicable to Savings, Money Market, Checking and Certificate Accounts and to those products and services you elect which may affect your accounts, and includes other important information. This Membership and Accounts Agreement and Disclosure is in addition to any and all other account, loan, product, and service agreements and disclosures you may receive in connection with obtaining additional accounts, loans, products, or services with us.

In this Membership and Accounts Agreement and Disclosure, the words "Logix," "we," "us," and "our" each mean Logix Federal Credit Union and the words "Member," "Account Holder," "Account Owner," "you," "your," and "yours" mean each person or entity in whose name(s) an account is opened and who is an owner and/or authorized signer on the account. The singular, where appropriate, shall also include the plural. The word "account" means any one or more savings, money market, checking and certificate account you have with us, unless otherwise specifically stated. The words "Agreement and Disclosure" mean this Membership and Accounts Agreement and Disclosure.

The New Account Application you sign, this Membership and Accounts Agreement and Disclosure, the Account Rate Sheet, the Schedule of Service Charges and Fees, and any additional agreements and disclosures you may receive in connection with obtaining other Logix products and services, are incorporated herein by this reference as if they were set forth in length, and represent our agreements with you and contain important information governing your account(s). Please read them carefully and retain them for your records. By signing the New Account Application, you also authorize Logix to check (as applicable) your account, credit, and employment history, and obtain reports from third parties and others, including credit reporting agencies and account verification services, to verify your eligibility for the accounts and services you request. Your ownership type, accounts, and selected services are designated on your New Account Application. By signing the New Account Application, each of you, jointly and severally, agrees to the terms and conditions of this Agreement and Disclosure, our Bylaws and policies, and any amendments to these documents from time to time that collectively govern your Membership and account(s). This Agreement and Disclosure is binding upon each Account Owner and their respective heirs, executors, administrators, agents, successors and assigns.

### MEMBERSHIP

#### MEMBERSHIP ELIGIBILITY AND REQUIREMENTS

To join Logix Federal Credit Union you must meet the membership eligibility requirements, including purchase and maintenance of at least one (1) share ("membership share") of \$5.00. Membership eligibility is comprised of:

***Employees or retirees of sponsor companies, members of select associations, individuals who are related to an existing member by blood, marriage or shared residence, Logix employees and volunteers, and spouses of persons who died while within the field of membership.***

No joint owner of an account may vote or sign a proxy, obtain loans individually, or hold office unless they are a member in their own right.

As an employee of an approved sponsor group, company or association, you are eligible for membership. As a member of Logix, you are eligible to request or apply for our products and services. Logix products and services **are not** employee benefits.

#### ACCOUNT VERIFICATION AND USE OF CREDIT REPORTS

When you sign the New Account Application, **you authorize and consent** Logix Federal Credit Union to **obtain your credit report.** Your consent authorizes us to verify your application for membership and account(s) through account verification services and consumer credit reporting agencies, now and in the future, and in connection with making future credit offerings to you. We reserve the right to deny any application based on negative information received through any consumer credit reporting agency or bureau. Your credit score may be used as part of the criteria for qualification for membership. If we deny your application, we will provide you with the name, address and telephone number of the account verification service and/or credit-reporting agency that provided us with the information.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR ADDING A PERSON TO AN EXISTING 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. We may also ask identifying information about a beneficiary.

#### CLOSING OR SUSPENDING ACCOUNTS

Logix may, in our sole discretion, close your account at any time with or without cause, and remit the balance to you at the last address we have on file for you. We may remit the balance by check payable to the name on the account as shown on our records, even if contrary evidence of account ownership has been given to us. You may close your account at any time upon notice to us. If your account has a scheduled maturity date, it may be subject to any applicable early withdrawal penalty. You will remain liable for the payment of accrued fees on the account and for checks or other items in the process of collection, as well as any other obligations relating to actions or inaction prior to account closure. We may honor any account holder's or authorized signer's request to close or suspend an account or transaction. At our discretion, we may require the signatures of all account holders or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account. We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed by you or by us. At our option, we may honor checks, withdrawal orders, items or transactions after an account is closed if

the transaction was guaranteed by us under any check guarantee program or was part of an electronic fund transfer system or if you failed to place a stop payment order for any outstanding checks or other items. You shall remain responsible and liable for such checks, items and transactions. We may, in our sole discretion, “freeze” or place a hold on the balance in your accounts if we suspect there is irregular activity involved in your accounts. Should we place a “freeze” on your accounts to reasonably investigate our concerns, we shall not be liable to you for any claims you might have including but not limited to claims of wrongful dishonor.

#### **SUSPENSION AND DENIAL OF SERVICES AND EXPULSION**

Logix reserves the right to temporarily suspend services when your account is negative or your loan is delinquent. During this time you may be unable to access electronic services such as Online Banking, ATMs, or electronic transfers. The temporary suspension may become permanent if we are unable to reach a mutually agreeable solution. Also, we reserve the right to suspend or deny services, other than the right to maintain a Main Savings Account and to vote in annual and special meetings, and may restrict access to our premises if: (1) you have caused us a loss; (2) you habitually mishandle your account(s); (3) you are abusive or threatening toward our employees or members; (4) you do not provide satisfactory information in order for us to validate your identity or residential street address; (5) you conduct high risk transactions requiring additional reporting and/or back office support that pose a high risk to us; or, (6) you have a non-natural personal account with regular and prolonged periods of excessive transactions. We further reserve the right to expel members for non-participation or cause in accordance with The Federal Credit Union Act.

#### **NEGATIVE CREDIT REPORTING**

We may report information about your account to consumer credit reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

#### **TERMINATION OF MEMBERSHIP**

Granting you credit is conditioned upon your continued membership with Logix. Discontinuation of your Logix membership, whether voluntary or involuntary, will result in termination and revocation of your credit and credit card privileges, requirement for the return of all credit cards to us and payment of the “ENTIRE BALANCE DUE” as identified in your Logix Credit Card Agreement and Disclosure as “Events of Default”. Termination of membership due to transfer to a fiduciary shall have the same effect as discontinuation of your Logix membership.

#### **DESCRIPTION OF MEMBERSHIP ACCOUNT STRUCTURE AND FEE WAIVER**

Membership account structures are established by a primary (or main) savings account based on the vesting under which you establish membership and your account(s). For example, if you establish membership as an individual, we will open a main (primary) savings account in your individual name, and you may open extra savings or checking accounts within that account structure as “individual” accounts. If you then wish to establish separate membership under a “joint account” arrangement, we will open a second primary savings account as a “joint account” in your name and the name of the other joint account owner(s), and you may open extra savings or additional checking accounts within that account structure as “joint accounts” with the other person(s). Under the above system, you would have two different and separate account structures. Changing the vesting on your account(s), for example, converting an existing account from an individual account to a joint account will not result in the establishment of a separate account structure. **Only those accounts established under the specific separate account structure will be considered when determining aggregate (combined) balances for purposes of waiving Monthly Service Charges on Checking Accounts and the**

#### **reimbursement cap for non-Logix owned (foreign) ATM Transaction Fees.**

#### **RECORDING AND CAMERA USE PROHIBITED**

Other than our own, Logix does not permit the use of cameras and/or audio, video, or other visual recording devices or technologies on our premises.

---

### **BINDING ARBITRATION CONSENT AND AGREEMENT**

---

#### **BINDING ARBITRATION CONSENT AND AGREEMENT (“Arbitration Agreement”)**

You and Logix agree to attempt to informally settle any disputes affecting your Accounts which might arise under this Membership and Accounts Agreement and Disclosure (“Agreement and Disclosure”). If that cannot be done, you and Logix agree that any claim or dispute (“Claim”), whether in contract, tort, statute, or otherwise, affecting your Accounts and arising out of or relating to this Agreement and Disclosure will, at the election of either you or Logix, be resolved by BINDING ARBITRATION pursuant to the Federal Arbitration Act, 9 United States Code (“USC”) Section 1 et seq., administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”). AS A RESULT, IF EITHER YOU OR LOGIX ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU AND LOGIX WILL GIVE UP ANY RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR OR LOGIX’S RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION).

You acknowledge that by consenting to BINDING ARBITRATION under this Agreement and Disclosure, you and Logix agree with the following terms:

- **SELECTION OF ARBITRATION:** If either you or Logix elect to resolve a Claim through binding Arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will supersede the conflicting Rules only to the extent of the inconsistency. The party filing a Claim in arbitration will select AAA as the arbitration administrator. If AAA is unavailable to resolve the Claim, and if you and Logix do not agree on a substitute, then either you or Logix will be able to request that a court appoint a substitute. The neutral arbitrator will be selected in accordance with the Rules.
- **WAIVER OF JURY TRIAL:** YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. Arbitrators can award the same remedies including damages and other remedies that a court can award, including injunctive relief, on an individual basis.
- **CLASS ACTION WAIVER:** ANY ARBITRATION UNDER THIS ACCOUNT AGREEMENT WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION.
- **LOCATION:** The place of arbitration will be in the federal judicial district where you live.
- **COSTS:** Logix will advance any filing, administration, and arbitrator fees as imposed by AAA. HOWEVER, IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM IS FRIVOLOUS,

UNWARRANTED, OR BROUGHT FOR AN IMPROPER PURPOSE (IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE SECTION 11(B)) YOU WILL RETURN TO LOGIX ANY FILING, ADMINISTRATION, AND ARBITRATOR FEES LOGIX PAID.

- **ATTORNEYS' FEES:** If you prevail on the merits of your Claim in arbitration, Logix will pay your attorneys' fees. You will not be required to pay Logix's attorneys' fees if Logix prevails.

FOR MORE DETAILS AND A COPY OF THE RULES, check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

Please note that any debt or loan obligation you may have with Logix that is subject to the Federal Truth in Lending Act, Title 15 USC Section 1601 et seq., is not subject to this Arbitration Agreement.

---

## TYPES OF ACCOUNT OWNERSHIP

---

### TYPES OF ACCOUNTS

This section describes the several ways title and ownership can be held on your Logix accounts. With respect to all accounts, we make no representation regarding tax aspects or the legal implications or results of opening any particular account. Each Account Holder is solely responsible for selecting the appropriate type of account. You may wish to consult with an attorney and/or tax advisor in order to determine the advisability of establishing one type of account over another, and which form of account ownership (vesting) is best for you.

#### Individual Accounts

"Individual Account" means an account in the name of and payable to or on the order of one Account Holder (one person) qualified for Logix membership. Only that person may withdraw or transfer funds or close the account. If the Account Holder dies, the account funds pass, subject to applicable law, to the decedent's estate or payable on death beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement and Disclosure governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death. If one or more beneficiary(ies) is designated on the Individual Account the account will be classified as a Totten Trust Account (see Totten Trust Accounts below).

#### Joint Tenants With Rights of Survivorship

"Joint Tenants with Rights of Survivorship" means an account held in the names of and payable to or on the order of two or more Account Holders in which each Account Holder has an equal undivided ownership interest in the account during his or her lifetime. Upon the death of any Account Holder on the account, ownership of the account passes to the surviving Account Holder(s) on the account. Each Joint Account Holder, without the consent of any other Account Holder, is authorized to open additional share (sub-share) accounts (excluding loan accounts), such as a checking, savings, or certificate account, under the joint account primary account number, make changes to the account, and to make any transaction permitted under this Agreement and Disclosure, including without limitation: (1) withdrawal or transfer of all or any part of the account funds; (2) pledging the account or funds as collateral for any obligation, whether that of one or more Account Holder or of a third party; or, (3) closing the account with disbursement of proceeds as instructed by the Account Holder. Each Joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any Joint Account Holder. Each Account Holder is jointly and severally responsible for any and all obligations associated with any share accounts (sub-share) opened by any one Joint Account Holder. If we believe there to be a dispute between Joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all Joint Account Holders agree in writing to any transaction concerning the

account. If one or more beneficiary(ies) is designated on the Joint Tenants With Rights of Survivorship Account the account will be classified as a Totten Trust Account (see Totten Trust Accounts below).

#### Totten Trust Accounts

"Totten Trust Account" means an account establishing a revocable trust **without the use of a written trust agreement**, in the names of and payable to or on the order of the Account Holders. The trust is defined by this Agreement and the account styling. There are no trust assets other than the funds on deposit in the Totten Trust Account. The Account can be set up by one or more trustees as Account Holder(s) for one or more beneficiaries. The designation "**beneficiary**" reflected on your statement under "additional names on account," identifies your account as a Totten Trust Account. No Totten Trust Account shall be opened without a beneficiary designated on the application and no beneficiary shall have any rights regarding the account, except as described in this paragraph. If more than one Account Holder is named as trustee on the account, we shall act on the signature of any one of them, regardless of whether any other Account Holder named on the account as trustee is incapacitated or deceased. Upon the death of all Account Holders named as trustee on the account, we shall distribute the funds equally to the beneficiaries. Logix shall not accept responsibility to act as a trustee or successor trustee under any circumstances and shall have no duty to monitor the account or the status of the trustee(s) or beneficiary(ies).

#### Uniform Transfer to Minors Act (UTMA) Accounts

A Uniform Transfer to Minors Act account means an account established by a custodian for a minor beneficiary under the Uniform Transfers to Minors Act, the Uniform Gifts to Minors Act, or other substantially similar act (also known as "UTMA", "CUTMA" or "UGMA"), with rights and duties as governed by applicable state law. This account is designed to provide a means by which an adult donor can make an **irrevocable gift** of funds to a minor. Only one custodian (who must be at least 18 years of age) and only one minor may be designated on the account. Dividends earned on the account are reported under the minor's social security number. **The funds are held for the exclusive benefit of the minor.** The minor does not have authority to withdraw funds from the account. **The custodian retains authority and control over the funds in the account until the minor reaches the age of majority (18 in CA and 21 in NH) at which time the custodian is obligated to transfer/distribute the account funds to the minor.** The account cannot be pledged as collateral for any loan on behalf of the custodian. The custodian must be a Logix member and any successor custodian must be a member at the time their fiduciary duty arises to become the custodian. Upon incapacity or death of the custodian we shall rely upon the instructions of the successor custodian. Logix shall have no duty to monitor the account or the status of the custodian or minor, or any transfer or distribution of funds. Upon the withdrawal, transfer or distribution of all funds from the account by the custodian, Logix shall have no further responsibility to the custodian or the minor and the account will be closed.

#### Coogan Accounts

"Coogan Account" means an account established by a guardian for the benefit of a young performer working under an entertainment contract. Fifteen percent of the gross earnings are set aside for the minor until they reach legal majority. These earnings are the property of the minor. Coogan Accounts ensure that child actors and athletes receive this portion of their earnings when they reach majority age, currently 18 or become legally emancipated. The minor is the Beneficiary of the Coogan Account; the Parent or Guardian is the Trustee. Withdrawals are generally not allowed until the minor turns 18. However, the Trustee may transfer funds to an equivalent account before that time. A court order is required to

withdraw from a Coogan Account prior to the minor obtaining majority age. We shall have no duty to monitor the account or the status of the percentage of minor's earnings being deposited into the account.

#### **Representative Payee Accounts**

A Representative Payee Account is a specialized account designed for the administration and management of Social Security (SS), Supplemental Security Income (SSI), or VA Benefit payments on behalf of a minor or adult benefit beneficiary by an individual or organization appointed as a Representative Payee in writing by the Social Security Administration, or appointed as a VA Fiduciary in writing by the Department of Veterans Affairs. The account is titled to show the beneficiary's ownership of the funds, but the beneficiary's direct access to the account is restricted. The account and its earnings are established and reported under the name and social security number of the benefit payment beneficiary. The appointed representative payee serves in a fiduciary capacity on the account. The deposited funds are to be used or saved for the benefit of and to meet the needs of the beneficiary. Other than the SS, SSI, or VA benefit payment beneficiary, no other beneficiary may be listed or added on the account. The benefit payment beneficiary must meet membership and eligibility requirements to open a Representative Payee Account. Persons requesting to be a "representative payee" must apply directly to the Social Security Administration. Persons requesting to be a VA fiduciary must apply directly to the Department of Veterans Affairs. If approved, the Social Security Administration will issue a letter naming the payment beneficiary's representative payee; the Department of Veterans Affairs will issue a letter naming the payment beneficiary's VA fiduciary. That letter must be presented to us before a Representative Payee Account can be opened (we cannot open the account in advance). The Social Security Administration or Department of Veterans Affairs may require that the authorized representative payee or VA fiduciary provide an annual or more frequent accounting of how the benefits were used. Under these programs SS, SSI and VA payments can only be deposited to a designated Representative Payee account and cannot be deposited to the appointed representative payee's or VA fiduciary's individual account or to a joint account of the appointed representative payee or VA fiduciary and benefit payment beneficiary. A Power of Attorney is not permitted on a Representative Payee Account and cannot be used to negotiate federal payments such as Social Security, Supplemental Security Income, or VA benefits checks. Logix Federal Credit Union shall have no responsibility to monitor any Representative Payee Account or its use.

#### **Written Trusts**

"Written Trust" (or documentary trust) Account", an entity account, is established pursuant to a **Written Trust Agreement** or court order. We may require a notarized Trustee's Certificate of Trust, Certification of Trust Affidavit, or other evidence satisfactory to us, of the Written Trust agreement's existence, content, and trustee powers, prior to opening the account. We are not required to know, understand, interpret or enforce the terms of any trust documentation provided. By accepting the Written Trust Certification or other documentation, Logix in no way assumes any responsibility to comply with the terms of the trust agreement or court order. We shall not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement which provides otherwise. The designation "trustee" reflected on your statement under the "additional names on account," identifies your account as a Written Trust Account. Upon the death or evidence satisfactory to us of incapacity of all Account Holders named as trustee, we shall rely upon the instructions of the successor trustee(s) after successor trustees execute a New Account Application and Certification of Trust Affidavit identifying the new trustees of the account. If more than one person is named as trustee

on the account, we shall act on the signature of any one of them, regardless of whether any other person named on the account as trustee is incapacitated or deceased. Logix shall have no duty to monitor the Account to determine the status of the trustee or beneficiaries or whether the trustee is in compliance with the trust agreement or court order. Written Trust Accounts may not have the same regulatory protections afforded to consumer accounts.

#### **DEATH OF ACCOUNT HOLDER**

Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. Logix will not release any funds until we receive a certified copy of a death certificate verifying the death of the member. Upon certification of the death of an Account Holder, no deposits will be accepted to the account, no checks will be paid on the account and the account will not be released until we have been presented with satisfactory documentation to determine, in our discretion, what the proper distribution of the account should be and we have had a reasonable opportunity to act on such information. Loans may become due and payable.

---

### **SIGNATURES, AUTHORIZED SIGNERS FACSIMILE AND MECHANICAL SIGNATURE USERNAME, PASSWORD, OR PIN SECURITY PASSWORDS & ACCESS OPTIONS**

---

#### **SIGNATURES**

Logix Federal Credit Union may accept an original handwritten signature, an electronically-captured handwritten signature using a Logix signature pad or other Logix approved device, or a DocuSign electronic signature executed by you (your "signature") on its applications, agreements, disclosures, and forms, and any such accepted signature shall be legally binding.

Any electronically-captured handwritten signature or electronic signature submitted to us may be accepted by us solely at our discretion and only if Logix-approved hardware, software, and secure delivery systems were used. Logix reserves the right to refuse and reject any signature received by or through any means.

Your Username, Password, Personal Identification Number (PIN), facsimile or mechanical signature, and/or recorded verbal authorization shall have the same force, legal effect, validity, and enforcement as your signature.

#### **AUTHORIZED SIGNERS**

Logix may rely upon any signature on the New Account Application in the payment of funds and in all other transactions and instructions in connection with an account. All Account Owners agree to sign an updated New Account Application upon request. The number of required signatures on a check or other withdrawal shall be no more than one (1), regardless of any separate agreement between the Account Owners, any contrary notation on the New Account Application, or any other reason. Logix does not accept accounts which require the signature of more than one Account Owner on checks or withdrawals or other instructions. Each Account Owner shall have equal access to the account, regardless of their net contributions.

#### **FACSIMILE OR MECHANICAL SIGNATURE**

If, upon our approval, you use any form of facsimile or mechanical signature in connection with your Logix account(s), you agree to notify and deliver a sample to us before you begin using it, and to execute and deliver agreements in the form we require. When you use a facsimile or mechanical signature in connection with your Logix account(s), you agree you shall have the sole responsibility of maintaining security of the facsimile or mechanical signature or device by which it is affixed, and **you shall bear the entire risk for unauthorized use** thereof, whether or not you are negligent, except as may be required by law. You agree that no facsimile or

mechanical signature we have been authorized to honor may be considered a forgery or an unauthorized signature, and that such facsimile or mechanical signature shall be effective as your signature or endorsement, whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damages, liability, or exposure (including reasonable attorneys' fees you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanical signature or the device by which it is affixed).

#### **USERNAME, PASSWORD, OR PERSONAL IDENTIFICATION NUMBER (PIN)**

The use of a Username, Password, or Personal Identification Number (PIN) is your electronic authorization when using any authorized device or service by which funds in your Logix accounts may be accessed by you, such as by Debit Card, ATM Card, Credit Card, Online or Mobile Banking service, or Telephone Banking service.

#### **SECURITY PASSWORDS**

You may assign and use a security password on your Logix account(s) as an added element to our authentication of your identification. You agree to indemnify and hold harmless Logix Federal Credit Union for any claims that arise against us because of our reliance on a security password.

#### **ACCESS OPTIONS**

You may make withdrawals, deposits or transfers to or from your account(s) (as permitted by account type and transaction limitations) by any of the following means applicable to the account: by check; automated teller machine (ATM) and/or ATM card; debit card; in person; by mail; ACH; preauthorized or automatic funds transfer; payroll deduction; direct deposit; by telephone; via night or lobby branch depository; Telephone Banking Service; Online Banking Service; Remote Deposit Capture Service (eDeposit Mobile); or such other method as we may approve and provide to you. It may be necessary to apply for a specific service or product in order to obtain a particular access capability.

---

### **TRANSFERABILITY, PLEDGE OF ACCOUNT, AND STATUTORY LIEN RIGHTS**

---

#### **TRANSFERABILITY**

Account(s) may not be transferred by any Account Owner except by a change in ownership that is reflected on our records. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding on us until we have received sufficient documentation, in its discretion, and an updated New Account Application has been executed.

#### **PLEDGE OF ACCOUNT FOR LOAN COLLATERAL PURPOSES**

With the exception of IRAs, Checking Accounts, Money Market, Coogan, UTMA, CUTMA and court ordered blocked accounts, shares (funds on deposit) in Savings and Certificate Accounts may be pledged as collateral security for any loan, subject to our current loan policies. Any Account Owner may pledge any or all shares (funds) in a Savings or Certificate Account as collateral security for a loan. Further, a pledge of shares by any one Account Owner shall be binding on all Account Owners. The pledge shall be subordinate to and subject to any right of Logix to collect any debt of any Account Owner to us from the account. We may require any or all Account Owner(s) to execute a Pledge Agreement and may require that any Pledge Agreement be executed before a notary.

#### **STATUTORY LIEN RIGHTS**

Pursuant to Federal law and included in our Bylaws, Logix has a statutory lien right in and claim to shares and dividends equal to your outstanding obligation to us as that amount may vary from time to time. Logix impresses its statutory lien rights on all accounts you

have with us, including Savings, Money Market, Checking and Certificate Accounts (excluding IRA accounts) held in your name, or in your name with others.

If at any time you are in default in the performance of any obligation to us, including loans and to the extent of your responsibility as borrower, co-borrower, co-signer, guarantor, indorser or otherwise, negative or overdrawn account balances, or in the payment of fees, charges, or other items, we may enforce our lien rights against any account you maintain with us to satisfy any and all financial obligations due and payable to us.

We are not required to obtain a court judgment and we may enforce our lien right without further notice to you. Logix shall not be liable for dishonoring any check, electronic debit, or other item drawn against any Logix account due to insufficient funds as a result of our enforcing our lien rights. Should we choose not to enforce its lien rights, Logix does not waive its right to enforce the lien at a later time.

For more information please refer to The Federal Credit Union Act and the regulations adopted by the National Credit Union Administration (NCUA).

---

### **POWER OF ATTORNEY**

---

If you choose to appoint a Power of Attorney (POA) or Agent, to act on your behalf, we may rely on instructions provided by the Power of Attorney or Agent and will have no liability or responsibility to verify the transactions. The Power of Attorney shall be properly executed. In accordance with the terms of the Power of Attorney, the person you designate to act for you will be authorized to transact business on your account(s) pursuant to the terms of this Agreement.

Logix has the right to contact the Principal and/or the attorney to verify the Principal's intent, prior to acting under the authority of the Power of Attorney. Logix reserves the right not to act under the Power of Attorney until the Power of Attorney is verified.

Logix may not acknowledge a Power of Attorney when the principal is not an existing member and/or the Attorney-In-Fact has previously breached any agreement with us.

You understand and agree that we may act under the Power of Attorney. Revocation of the Power of Attorney is not effective until Logix has received written notification thereof. You agree to indemnify and hold harmless Logix Federal Credit Union for any claims that arise against us because of reliance on the Power-of-Attorney.

Logix is not liable for any transactions or changes made to or by an agent or attorney-in-fact for a deceased or incompetent Account Owner unless we have received written notice provided in accordance with applicable law, that the agent's principal is deceased, has revoked the power, or is adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice. Unless prohibited by law, we may refuse, with or without cause, to honor a Power of Attorney, which you grant to others.

---

### **TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING**

---

Logix is required, by the Internal Revenue Service (IRS) to withhold a percentage of your taxable dividends (referred to as backup withholding) if you fail to supply us, under penalties of perjury, with your correct Taxpayer Identification Number (TIN). For most taxpayers, the TIN is their Social Security Number. We must receive your TIN even if you do not have to file a tax return. To prevent backup withholding you must also properly certify to us that you are

not subject to backup withholding. We will report dividend payments made to you to the IRS with your TIN.

We may withhold a percentage of the earnings in your account as mandated by the IRS from each reportable payment to you if: (1) you fail to furnish us with your Taxpayer Identification Number; or (2) the IRS notifies us that you furnished an incorrect TIN, or (3) the IRS has notified you that you are subject to backup withholding because you failed to report all of your interest and dividends on your tax return, and this notification has not been revoked; or (4) if you fail to certify to us that you are not subject to backup withholding under section three (3) above, and/or fail to certify your TIN. If you are a non-resident alien, you must certify your foreign status, and provide evidence to avoid backup withholding.

We may refuse to open, or we may close any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. We will require non-resident aliens to certify their exempt status by completing a Certification of Foreign Status (W-8BEN) with recertification required every three years. We may also require other documentation.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information.

---

#### RELATIONSHIP REWARDS

---

Every member who opens a Logix checking account is automatically enrolled in Relationship Rewards. Simply put, the more you save with us, the more advantages you'll enjoy. You and every member of your household will automatically receive these benefits when you qualify for Relationship Rewards. Refer to the Relationship Rewards Program Disclosure for complete information.

---

#### DEBIT AND/OR ATM CARDS AND ATM FEES BY OTHERS

---

##### DEBIT AND/OR ATM CARDS

Logix offers Debit Card and/or ATM Card access to your Logix Accounts. Debit Cards and ATM Cards are offered free from annual fees. Debit Card and/or ATM Card provide access to your Logix savings, checking, and credit card accounts. Access to savings accounts is limited to your Main Savings Account. You **cannot** access Extra Savings Accounts, Money Market Accounts, Certificate Accounts, IRA Accounts and Vacation and Holiday Club Accounts with a Logix Debit Card or ATM Card. Access to some of your other accounts may also be limited at non-Logix owned ATMs. There are no transaction fees if you use a Logix-owned ATM or ATMs that display the CO-OP ATM Network symbol. However, we may charge a fee when you conduct a transaction at a non-Logix owned ATM, unless otherwise waived or reimbursed under a separate program or agreement with you. Debit Cards and ATM Cards may be used worldwide, however, we cannot be held liable if a service is not provided at a non-Logix ATM. Logix reserves the right to revoke your Debit Card and/or ATM Card.

##### ATM FEES BY OTHERS

When you use an ATM that is not owned or operated by us (a "Non-Logix owned ATM"), you may be charged an ATM Surcharge fee by the ATM owner/operator or by the ATM or other network used to complete the transaction (you may also be charged a fee for a balance inquiry even if you do not complete a funds transfer).

---

#### ACCOUNT CHARGES AND FEES

---

We may assess service charges and fees for Logix accounts, products, and services. There are also fees and charges for other services relating to your account(s). You agree to pay all fees and

charges assessed by us. Please refer to the current **Schedule of Service Charges and Fees** for a complete listing of all fees.

---

#### DEFINITION OF DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD

---

If your account earns Dividends, we will provide you with the current Dividend Rate and Annual Percentage Yield at the time you open your account. The Dividend Rate is the prospective rate of earnings on an account. The Annual Percentage Yield (APY) is the percentage rate reflecting the total amount of dividends paid on an account, based on the dividend rate and the frequency of compounding for a 365-day period (or 366 days in a leap year). From time to time we may offer dividends on non-dividend earning accounts, sometimes referred to as promotional dividends.

---

#### SAVINGS ACCOUNTS Main (Regular) Savings, Extra Savings, IRA Savings, and Holiday and Vacation Club Savings Accounts

---

Main Savings Accounts, Extra Savings Accounts, IRA Savings Accounts, and Holiday and Vacation Club Savings Accounts are available to you. These Accounts earn dividends on the entire balance in the account each day.

##### REQUIRED MAIN SAVINGS ACCOUNT

Logix requires that you open a Main Savings Account to establish and maintain membership under each specific account ownership type. Once membership is established, Extra Savings Accounts, and Holiday and Vacation Club Accounts may also be opened by you at any time upon request.

##### MINIMUM DEPOSIT AND BALANCE REQUIREMENTS

The minimum deposit required to open your Main Savings Account is \$5. You must maintain a daily balance of at least \$5 to maintain your Main Savings Account and membership with us. There are no minimum initial deposits or daily balance requirements to open or maintain Extra Savings Accounts or Holiday or Vacation Club Accounts.

##### MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS

There is no minimum balance requirement to earn dividends on Savings Accounts.

##### DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD

Refer to our current **Account Rate Sheet** for the Dividend Rates and Annual Percentage Yields in effect for Savings Accounts. **NOTE:** IRA Savings Accounts earn at the same Dividend Rates and Annual Percentage Yields as Money Market Accounts.

##### DIVIDENDS AND VARIABLE RATE INFORMATION

Savings Accounts, Extra Savings Accounts, and Holiday and Vacation Club Accounts are variable rate accounts and the Dividend Rate and Annual Percentage Yield may change **weekly**, as determined by Logix's Board of Directors, or its designees, without prior notice to you. However, we reserve the right to change Dividend Rates at any time. There is no limit on how much the Dividend Rate can change each week. Your account statement will reflect the Annual Percentage Yield Earned and the dividends paid each statement period.

##### Dividend Periods are Monthly

For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow the same monthly pattern of dates. The dividend declaration (payment) date follows the ending date of each dividend period, which is the first day of the following month

(and for the example, would be February 1). Dividends are paid from current income and available earnings, after required transfers to reserves have been made by us at the end of each dividend period. Dividends are earned daily and are credited and compounded monthly on the first day of each month. We use the daily balance method of computing dividends, which applies a periodic rate to the entire balance in the Account each day. Dividends begin to accrue from the date of deposit of all cash and non-cash items and shall continue to accrue until the day the funds are withdrawn. Dividends are paid in whole cents. Dividends less than \$.01 are not paid and do not accrue from month to month. If you close your Account at any time during the month, we will pay you any earned dividends up to the date of account closure (not including the date of closure).

#### SAVINGS DIVIDEND RATES ARE BASED ON ACCOUNT BALANCE

The Dividend Rate applicable to all Savings Accounts (including IRA Savings, and Holiday and Vacation Club Accounts) depends on the balance in the account each day. Logix has established "balance tiers," which consist of seven separate ranges of balances. The

**Balance Tiers** are as follows:

\$ .01 - \$ 2,499.99
\$ 2,500.00 - \$ 7,499.99
\$ 7,500.00 - \$ 9,999.99
\$ 10,000.00 - \$24,999.99
\$ 25,000.00 - \$49,999.99
\$ 50,000.00 - \$99,999.99
\$100,000.00 and Over

Each separate "balance tier" may offer a different Dividend Rate and Annual Percentage Yield. The same Dividend Rate may also be applied to two or more balance tiers. Dividends will be earned each day on the entire balance in the account at the Dividend Rate corresponding to the "balance tier" to which your daily account balance applies. For example, if your account balance was \$6,500.00 you would receive the Dividend Rate applicable to the "\$2,500.00-\$7,499.99" balance tier on the entire \$6,500.00 balance for that day. Similarly, if your account balance was \$1,900.00, the following day you would receive the Dividend Rate applicable to the "\$.01-\$2,499.99" balance tier on the entire \$1,900.00 balance for that day. Balance tiers are also subject to change as determined by the Board of Directors or its designees. Refer to the Account Rate Sheet for current balance tiers and Dividend Rates.

#### TRANSACTION LIMITATIONS

During any **calendar month**, you may **NOT** make more than **six** (6) transfers **from** your **Savings Account** to your other Logix accounts or to a third party by preauthorized electronic funds transfer, automatic transfer, ACH debit, overdraft protection transfer, transfer initiated through our Telephone Banking service or Online Banking service, telephone order or instruction, or request transmitted via facsimile machine.

These transfer and withdrawal limitations **do not apply** to transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Logix loans and requests for withdrawals by check made payable to you are excluded from this limitation.

Note: Debit card point-of-sale [POS] transactions and electronic bill payment transfers are not permitted on your Savings Account.

#### HOLIDAY & VACATION CLUB ACCOUNTS DISBURSEMENT

##### Holiday Club Accounts

When you open a Holiday Club Account, the entire balance of the account will automatically be disbursed and transferred to your Logix checking account on November 1 of that calendar year, and annually thereafter. If your Holiday Club Account is established after November 1 but before December 31, the account balance will automatically be disbursed November 1st of the following year and annually thereafter. If you do not maintain a Logix checking account,

all funds in your Club Account will be transferred to your Main Savings Account on the disbursement date.

##### Vacation Club Accounts

When you open a Vacation Club Account, the entire balance of the account will automatically be disbursed and transferred to your Logix checking account on June 1 of that calendar year, and annually thereafter. If your Vacation Club Account is established after June 1 but before December 31, the account balance will automatically be disbursed June 1st of the following year and annually thereafter. If you do not maintain a Logix checking account, all funds in your Club Account will be transferred to your Main Savings Account on the disbursement date.

---

#### MONEY MARKET ACCOUNTS

---

The **Money Market Account** combines the features of a savings account to earn dividends, with limited check writing capabilities. Dividends are earned on the entire account balance each day, and you need only maintain an average daily balance of \$2,500 in the account to avoid a monthly low balance fee. Check writing is limited to six (6) checks per month.

##### MINIMUM DEPOSIT AND BALANCE REQUIREMENTS

The minimum deposit required to open a Money Market Account is \$2,500. There is no minimum balance requirement to maintain the Account.

##### MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS

There is no minimum balance requirement to earn dividends on the Account.

##### DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD

Refer to the **Account Rate Sheet** for the current Dividend Rates and Annual Percentage Yields in effect for Money Market Accounts.

##### DIVIDENDS AND VARIABLE RATE INFORMATION

The Money Market Account is a variable rate Account and the Dividend Rate and Annual Percentage Yield applicable to each "balance tier" can change **weekly** as determined by Logix's Board of Directors, or its designees; however, we reserve the right to change Dividend Rates at any time, without prior notice to you. There is no limit on how much the Dividend Rate can change each week.

Your Account statement will reflect the Annual Percentage Yield Earned and the dividends paid on your Account each statement period. Money Market Account Dividend Periods are monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow the same monthly pattern of dates.

The Dividend Declaration (payment) Date follows the ending date of each dividend period, which is the first day of the following month (and for the example, would be February 1). Dividends are paid from current income and available earnings, after required transfers to reserves have been made by us at the end of each dividend period.

Dividends are earned daily and are credited and compounded monthly on the first day of each month. Logix uses the daily balance method of computing dividends, which applies a periodic rate to the entire balance in the Account each day. Dividends begin to accrue from the date of deposit of all cash and non-cash items and continue to accrue until the day the funds are withdrawn. Dividends are paid in whole cents. Dividends less than \$.01 are not paid and do not accrue month to month. If you close your Account at any time during the month, we will pay you any earned dividends up to the date of Account closure (not including the date of closure). Refer below to determine how dividends are earned.

## DIVIDEND RATES ARE BASED ON ACCOUNT BALANCE

The Dividend Rate applicable to your Money Market Account depends on the balance in the Account each day. Logix has established "balance tiers," which consist of eight separate ranges of balances. The **Balance Tiers** are as follows:

\$	.01 - \$ 2,499.99
\$	2,500.00 - \$ 7,499.99
\$	7,500.00 - \$ 9,999.99
\$	10,000.00 - \$24,999.99
\$	25,000.00 - \$49,999.99
\$	50,000.00 - \$99,999.99
\$	100,000.00 - \$249,999.99
\$	250,000.00 - \$499,999.99
\$	500,000.00 and Over

Each separate "balance tier" may offer a different Dividend Rate and Annual Percentage Yield. The same Dividend Rate may also be applied to two or more balance tiers. Dividends will be earned each day on the entire balance in the Account at the Dividend Rate corresponding to the "balance tier" to which your daily Account balance applies.

For example, if your Account balance was \$12,500.00 you would receive the Dividend Rate applicable to the "\$10,000.00 to \$24,999.99" balance tier on the entire \$12,500.00 balance for that day. Similarly, if your Account balance was \$3,900.00 the following day, you would receive the Dividend Rate applicable to the "\$2,500.00 - \$7,499.99" balance tier on the entire \$3,900.00 balance for that day. Balance tiers are also subject to change as determined by the Board of Directors or its designees. Refer to the Account Rate Sheet for current balance tiers and Dividend Rates.

## LOW BALANCE FEE AND AVERAGE DAILY BALANCE REQUIREMENT

You must maintain a minimum average daily balance of at least \$2,500 in the Money Market Account to avoid the assessment of a Low Balance Fee. If, during any calendar month, your average daily balance falls below \$2,500 your Account will be assessed a Low Balance Fee for that period.

## TRANSACTION LIMITATIONS

During any calendar month, you may **NOT** make more than a **combined total of six (6)** transfers from your Money Market Account to your other Logix accounts or to a third party by **check**, preauthorized electronic funds transfer, automatic transfer, ACH debit, overdraft protection transfer (if permitted), transfer initiated through our Telephone Banking service or Online Banking service, telephone order or instruction, or request transmitted via facsimile machine.

These transfer and withdrawal limitations **do not apply** to transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Logix loans and requests for withdrawals by check made payable to you are excluded from this limitation.

Note: Overdraft protection transfer from your Money Market Account to your Checking Account is not available unless specifically requested by you and approved by us. Debit card point-of-sale [POS] transactions and electronic bill payment transfers are not permitted on Money Market Accounts. Money Market Accounts *may* not be accessible at ATMs.

If you exceed the transaction limitations set forth above, we reserve the right to close your Money Market Account and transfer the funds into your Main Savings Account.

## OTHER FEES AND CHARGES

Please refer to the current Schedule of Service Charges and Fees for the Money Market Account Low Balance Fee and other related account fees.

---

## CERTIFICATE ACCOUNTS

---

### DIVIDEND RATES AND ANNUAL PERCENTAGE YIELDS

Dividend Rates and Annual Percentage Yields applicable to Certificate Accounts are fixed for the term of the Certificate Account.

### DIVIDENDS

Certificate Account Dividend Periods are monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow the same monthly pattern of dates. The Dividend Declaration Date (the date in which dividends are credited or paid) follows the ending date of a dividend period, is the first day of each month, and for the example is February 1. Dividends are earned daily and are credited and compounded monthly on the first day of each month. If you have elected to receive distribution of your dividends monthly, your dividends will not be compounded. Dividends are calculated using the Daily Balance Method, which applies a daily periodic rate to the entire balance in the account each day. Dividends begin to accrue from the date of deposit of all cash and/or non-cash item(s), and continue to accrue and be paid until the maturity date.

### WITHDRAWAL OF PAID DIVIDENDS

Paid dividends may be withdrawn at any time without penalty (for IRAs, see below). The Annual Percentage Yield on Certificate Accounts assumes dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

### MINIMUM BALANCE REQUIREMENTS

The Minimum Balance required to open a Certificate Account is \$1,000. The Minimum Balance required to open a 12-Month Bump Rate Certificate is \$5,000. The Minimum Balance required to open a Jumbo Certificate is \$100,000. The Minimum Balance required to open an Education IRA Certificate is \$500. You must maintain the required Minimum Balance each day in order to obtain the disclosed Annual Percentage Yield. Special or promotional Certificates may be offered by us from time to time that may require a higher initial deposit and/or minimum balance. Please consult our current Account Rate Sheet or contact a Logix representative for Minimum Deposit and Balance requirements. If any withdrawal or early withdrawal penalty reduces the Certificate Account balance below the Minimum Balance requirement, the account will be canceled and closed. If the Certificate Account is closed prior to maturity, any accrued dividends will be paid from the date of the end of the last dividend period to the date of Certificate Account closure (not including date of closure) prior to the assessment of any Early Withdrawal Penalty. The Early Withdrawal Penalty will be applied to the entire principal amount before the remainder of the funds is disbursed to you.

### AUTOMATIC RENEWAL POLICY

You will be notified of the maturity of your Certificate at least twenty (20) calendar days in advance of the maturity date. Your Certificate will automatically renew at maturity at its current term with the Dividend Rate and Annual Percentage Yield in effect at the time of renewal. If the current term for your Certificate is discontinued or is otherwise unavailable at maturity, we will renew your Certificate at a term then available which is nearest to that of the maturing Certificate. Maturing Certificates will be renewed as stated unless you notify us of any changes within seven (7) calendar days after the maturity date of your certificate.

### GRACE PERIOD

There is a seven (7) day Grace Period following the date of maturity of your Certificate. To avoid Automatic Renewal, or if you wish to make changes to your Certificate at maturity, contact us at (800) 328-5328 or visit your local branch. A withdrawal or reduction of principal within the seven-day Grace Period following maturity is not

subject to penalty.

#### **EARLY WITHDRAWAL PENALTIES**

A withdrawal of funds representing the principal balance of your Certificate Account (other than paid dividends) is subject to an Early Withdrawal Penalty based on the Certificate Term, regardless of the amount withdrawn, as follows:

- a) **Certificate Term of less than 12 Months** - The Early Withdrawal Penalty is 90 days' dividends that were earned or that would have been earned on the amount withdrawn had the funds remained on deposit for 90 days. If the funds have not been on deposit for at least 90 days the Early Withdrawal Penalty may invade the Principal Amount of the Certificate.
- b) **Certificate Term of 12 Months to 24 Months** - The Early Withdrawal Penalty is 180 days' dividends that were earned or that would have been earned on the amount withdrawn had the funds remained on deposit for 180 days. If the funds have not been on deposit for at least 180 days the Early Withdrawal Penalty may invade the Principal Amount of the Certificate.
- c) **Certificate Term of more than 24 Months** - The Early Withdrawal Penalty is 365 days' dividends that were earned or that would have been earned on the amount withdrawn had the funds remained on deposit for 365 days. If the funds have not been on deposit for at least 365 days the Early Withdrawal Penalty may invade the Principal Amount of the Certificate.

#### **The Early Withdrawal Penalty will NOT be assessed if:**

- You cancel the Certificate, change the Certificate Term, add funds, or withdraw funds during the seven (7) day Grace Period following an Automatic Renewal of the Certificate; or
- The withdrawn funds will be transferred to Logix Financial Services for brokerage/investment purposes; or
- The withdrawal is from an IRA Certificate and the withdrawal qualifies as a Required Minimum Distribution (at age 70 ½ or older) under the IRA tax rules; or
- The withdrawal is made following the death of the Certificate Account owner.

If any amount withdrawn or Early Withdrawal Penalty reduces the Certificate balance below the Minimum Balance Requirement, the Certificate will be canceled and closed, and the Early Withdrawal Penalty applied to the entire Principal Amount of the Certificate before the remainder of the funds are disbursed to you. See "Minimum Balance Requirements" above.

#### **"12-MONTH FLEX CERTIFICATE" - ADDITIONAL TERMS**

If you have elected to open a 12-Month Flex Certificate, all terms and conditions of this Agreement and Disclosure apply (excluding the sections pertaining to the 12-Month Bump Rate Certificate and IRA Certificates), together with the following additional terms:

**Deposits and Withdrawal of Principal: Deposits:** In addition to the initial deposit to open a 12-Month Flex Certificate, you may make one (1) deposit of any amount at any time during the first 11 months of the term of the account. **Withdrawal of Principal:** You may make one (1) withdrawal of up to 25% of the then current balance of the Certificate at any time during the Certificate term without penalty. Early Withdrawal Penalties apply for additional withdrawals. 12-Month Flex Certificates can NOT be established as an IRA Certificate.

#### **"12-MONTH BUMP RATE CERTIFICATE" – ADDITIONAL TERMS**

If you have elected to open a 12-Month Bump Rate Certificate, all terms and conditions of the "Certificate Accounts" section of this Agreement and Disclosure apply (excluding the sections pertaining

to the 12-Month Flex Certificate and IRA Certificates), together with the following additional terms and conditions:

- a. **Minimum Deposit to Open and Maintain the Account:** The minimum deposit to open and maintain a 12-Month Bump Rate Certificate is \$5,000.
- b. **Dividend Rate Increase Option:** If at any time during the term of your 12-Month Bump Rate Certificate we offer a Dividend Rate on 12-Month Bump Rate Certificate which is greater than the Dividend Rate you are receiving on your 12-Month Bump Rate Certificate, you may request, either verbally or in writing, that we increase the Dividend Rate on your 12-Month Bump Rate Certificate to match the Dividend Rate then currently being offered on 12-Month Bump Rate Certificates. There is no cap on the Dividend Rate Increase. The Dividend Rate increase is NOT automatic and must be specifically requested by you at the time our pricing of Dividend Rates on 12-Month Bump Rate Certificates makes a Dividend Rate increase available to you. Only one (1) Dividend Rate increase is permitted during the term of the 12-Month Bump Rate Certificate Account.
- c. **Additional Deposit Provision:** You may make one (1) deposit during the term of your 12-Month Bump Rate Certificate in an amount not exceeding the amount of the initial deposit made to open the Certificate Account. The maximum permissible principal balance on 12-Month Bump Rate Certificate is \$99,999.99.
- d. **Term and Automatic Rollover:** The term of the 12-Month Bump Rate Certificate is 12 months. At maturity, the 12-Month Bump Rate Certificate will automatically rollover into a regular 12-Month Certificate Account unless you instruct us otherwise at that time.
- e. **Withdrawals, Penalties and Closure:** If you make a withdrawal from your 12-Month Bump Rate Certificate you will be charged an Early Withdrawal Penalty as identified in the "Early Withdrawal Penalties" section above. If any withdrawal or early withdrawal penalty reduces the 12-Month Bump Rate Certificate balance below the minimum \$5,000 requirement, your Certificate will be canceled and closed. The penalty will be applied to the entire principal amount before the remainder of the funds is disbursed to you.
- f. **12-Month Bump Rate Certificates can NOT be established as an IRA.**

#### **SECURITY COLLATERAL AND PLEDGE OF SHARES**

With the exception of IRA Certificates, funds in Certificate Accounts may be used as collateral security for a certificate-secured loan. You may pledge any or all of the shares from your Certificate as collateral security on any loan, subject to our current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you. Certificate funds (other than IRA Certificates) are subject to the general pledge of your Logix shares included in our documents, the provisions of our Bylaws, and the Federal Credit Union Act regarding our ability to impress a lien upon shares (funds) as security for loan obligations. Any indebtedness now or hereafter owed to us, either individually or jointly, may be charged to any Certificate Account in the name of the member or in the name of the member and another or others.

#### **INDIVIDUAL RETIREMENT ACCOUNT (IRA) CERTIFICATES – ADDITIONAL TERMS**

**IRA Certificates - General:** All IRA Certificates are governed by this Certificate Account Agreement and Disclosure and the required IRA documents that you must execute. Please refer to the IRA documentation provided to you for additional terms, conditions and restrictions. All terms and conditions of the Certificate Account Agreement and Disclosure (other than the 12-Month Flex Certificate

and the 12-Month Bump Rate Certificate, above) apply to all IRA Certificates, together with the following additional terms and conditions:

**Education IRA Certificates (aka Coverdell Education Savings Certificate Account) – Contributions:** You may make one contribution annually (as permitted by law) to your Education IRA Certificate Account during the term of the Certificate. Refer to your Education IRA Disclosure Statement and consult your tax advisor before making any annual contribution. Logix is not responsible for contributions in excess of that permitted by law.

**Required Form for Contributions and Withdrawals:** Any contribution or withdrawal you intend to make to an IRA Certificate requires completion of an IRA form and your signature. Visit any branch or contact us at 800-328-5328 for the required IRA form and additional information.

**IRA Rollovers, Withholding on Withdrawals, Distributions, and Penalties:** IRA withdrawals, distributions, transfers, and rollovers are subject to the tax rules of the United States Internal Revenue Code and may include Federal Income Tax withholding and penalty consequences. Review the information in the IRA forms for further information and consult a tax advisor. Logix is not responsible for any adverse consequence of any IRA transfer, withdrawal or distribution.

**Early Withdrawal Penalties:** The above Early Withdrawal Penalty section applies to all IRA Certificates including funds withdrawn and transferred to another of your Logix accounts or transferred to another financial institution. Also see the "The Early Withdrawal Penalty will NOT be assessed if" section for information on when the Early Withdrawal Penalty is waived.

#### OTHER TERMS AND CONDITIONS

(1) We may change the terms of this Agreement and Disclosure at any time as long as we give you advance notice as required by law. (2) This Account is not transferable, except on our books. (3) Withdrawal of any or all funds from this Certificate Account by you or your beneficiaries will discharge us from any liability for such payment. (4) Under Federal law, we reserve the right to require up to 60 days advance written notice of any intended withdrawal from this account. (5) You agree to be bound by applicable regulation and the Bylaws, policies and other practices of Logix now in effect or as amended or later adopted regarding this Certificate Account. (6) Applicable State Unclaimed Property Laws apply to all Certificate Accounts.

**The above CERTIFICATE ACCOUNTS disclosure pertains to our standard Certificates and IRA Certificates. Terms and Conditions applicable to Birthday Certificates, 13-Month Certificates, 27-Month Certificates, and special or promotional Certificates may differ. Refer to your particular Certificate Account Agreement and Disclosure for applicable and complete information.**

---

### CHECKING ACCOUNTS

---

#### CHECKING ACCOUNTS – GENERAL

For regulatory accounting purposes, we may classify checking accounts to consist of two separate sub-accounts; a transaction sub-account and a non-transaction sub-account. All transactions are posted to the transaction sub-account and we may transfer funds between the two sub-accounts as needed. We record the sub-accounts and any transfers between them on our internal accounting records only. Your Checking Account and periodic statement are not affected. We will aggregate sub-account balances for statement purposes, availability of funds, the calculation and payment of dividends (if your Checking Account earns dividends), and for purposes of minimum balance requirement calculations and applicable service charges (if any).

#### MINIMUM DEPOSIT AND BALANCE REQUIREMENTS

A minimum initial deposit is required to open a Logix Checking Account. Refer to the Account Rate Sheet for the Minimum Deposit to Open Account. There is no minimum balance requirement to maintain a Logix Checking Account.

#### SERVICE CHARGES AND FEES

There are monthly Service Charges and Fees related to your Logix Checking Account. Refer to the Schedule of Service Charges and Fees for current information.

---

### HIGH RATE CHECKING

---

The **High Rate Checking Account** is a checking account which offers unlimited check writing (*provided sufficient funds are available*) and which pays dividends on your entire account balance each day when you maintain a minimum balance of \$20,000.

#### MINIMUM BALANCE REQUIREMENT TO OPEN A HIGH RATE CHECKING ACCOUNT

The minimum balance to open a High Rate Checking Account is \$20,000.

#### DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD

Refer to the **Account Rate Sheet** for the current Dividend Rates and Annual Percentage Yields in effect for High Rate Checking Accounts. The **Account Rate Sheet** is incorporated into this High Rate Checking Account Agreement and Disclosure and is part of our agreement with you governing the Dividend Rates and corresponding Annual Percentage Yields applicable to your High Rate Checking Account.

#### MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS

The minimum daily balance requirement in order to earn dividends on the High Rate Checking Account is \$20,000. Dividends are earned on the entire account balance each day.

#### DIVIDEND RATES ARE BASED ON YOUR ACCOUNT BALANCE

The Dividend Rate applicable to your High Rate Checking Account depends on the balance in the Account each day. Logix has established "balance tiers," which consist of four separate ranges of balances. Three tiers earn dividends. The High Rate Checking **Balance Tiers** are as follows:

\$	.01 - \$ 19,999.99	- no dividends
\$	20,000.00 - \$ 49,999.99	
\$	50,000.00 - \$ 99,999.99	
\$	100,000.00	and Over

Each separate dividend earning "balance tier" may offer a different Dividend Rate and Annual Percentage Yield.

The same Dividend Rate may also be applied to two or more balance tiers. Dividends will be earned each day on the entire balance in the Account at the Dividend Rate corresponding to the "balance tier" to which your daily Account balance applies. For example, if your Account balance was \$22,500.00 you would receive the Dividend Rate applicable to the "\$20,000.00 to \$49,999.99" balance tier on the entire \$22,500.00 balance for that day. Similarly, if your Account balance was \$59,000.00 the following day, you would receive the Dividend Rate applicable to the "\$50,000.00 - \$99,999.99" balance tier on the entire \$59,000.00 balance for that day. Balance tiers are also subject to change as determined by the Board of Directors or its designees.

#### DIVIDENDS AND VARIABLE RATE INFORMATION

The High Rate Checking Account is a variable rate account and the Dividend Rate and Annual Percentage Yield applicable to each balance tier, may change **weekly** as determined by Logix's Board of Directors, or its designees, without prior notice to you. However, we reserve the right to change Dividend Rates at any time. There is no limit on how much the Dividend Rate can change each week. Your account statement will reflect the Dividend Rate and corresponding

Annual Percentage Yield, as well as the Annual Percentage Yield Earned and the dividends paid each statement period.

Dividend Periods are monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow the same monthly pattern of dates. The Dividend Declaration (payment) Date follows the ending date of each dividend period, which is the first day of the following month (and for the example, would be February 1).

Dividends are paid from current income and available earnings, after required transfers to reserves have been made by us at the end of each dividend period.

Dividends are earned daily and are credited and compounded monthly on the first day of each month. Logix uses the daily balance method of computing dividends, which applies a periodic rate to the entire balance in the Account each day. Dividends begin to accrue from the date of deposit of all cash and non-cash items and shall continue to accrue until the day the funds are withdrawn.

Dividends are paid in whole cents. Dividends less than \$.01 are not paid and do not accrue month to month. If you close your account at any time during the month, we will pay you any earned dividends up to the date of Account closure (not including the date of closure).

#### **MONTHLY SERVICE CHARGE AND MINIMUM BALANCE REQUIRED TO AVOID SERVICE CHARGE**

There is a Monthly Service Charge for the High Rate Checking Account. The Service Charge is reduced with e-Statements (paper statements waived). The Monthly Service Charge is waived when you maintain a balance of at least \$20,000 in the account each day for the statement period, or when you qualify at Gold or Platinum Relationship Rewards level for the statement period. Please refer to the "Description of Membership Account Structure For Purposes of Fee Waiver" section and the Relationship Rewards Program Disclosure for further information.

---

### **PREMIER CHECKING**

---

The **Premier Checking Account** is a checking account which pays dividends on your entire account balance each day you maintain a balance of \$2,500 or more and which offers unlimited check writing (*provided sufficient funds are available*). The Dividend Rate is based on your Relationship Rewards tier, so the more you save, the more you earn. Monthly service charges are reduced with e-Statements (paper statements waived), or waived when you maintain a daily balance of at least \$2,500 or when you are at the Gold or Platinum level of Relationship Rewards.

#### **MINIMUM BALANCE TO OPEN THE PREMIER CHECKING ACCOUNT**

The minimum balance to open the Premier Checking Account is an initial deposit of \$25.

#### **DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD**

Refer to our current **Account Rate Sheet** for the Dividend Rate and Annual Percentage Yield in effect for Premier Checking Accounts.

#### **MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS**

The minimum daily balance requirement in order to earn dividends on the Premier Checking Account is \$2,500. Dividends are earned on the entire account balance each day and credited monthly.

#### **DIVIDENDS AND VARIABLE RATE INFORMATION**

The Premier Checking Account is a variable rate account and the Dividend Rate and Annual Percentage Yield may change **weekly** as determined by Logix's Board of Directors, or its designees, without prior notice to you. However, we reserve the right to change Dividend Rates at any time. There is no limit on how much the Dividend Rate can change each week. Your Account statement will reflect the Dividend Rate and corresponding Annual Percentage

Yield, as well as the Annual Percentage Yield Earned and the dividends paid each statement period.

Dividend Periods are monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow the same monthly pattern of dates. The Dividend Declaration (payment) Date follows the ending date of each dividend period, which is the first day of the following month (and for the example, would be February 1).

Dividends are paid from current income and available earnings, after required transfers to reserves have been made by us at the end of each dividend period.

Dividends are earned daily and are credited and compounded monthly on the first day of each month. Logix uses the daily balance method of computing dividends, which applies a periodic rate to the entire balance in the account each day.

Dividends begin to accrue from the date of deposit of all cash and non-cash items and shall continue to accrue until the day the funds are withdrawn. Dividends are paid in whole cents. Dividends less than \$.01 are not paid and do not accrue from month to month. If you close your Account at any time during the month, we will pay you any earned dividends up to the date of account closure (not including the date of closure).

#### **MONTHLY SERVICE CHARGE AND MINIMUM BALANCE REQUIRED TO AVOID SERVICE CHARGE**

There is a Monthly Service Charge for the Premier Checking Account. The Monthly Service Charge is reduced with e-Statements (paper statements waived). The Monthly Service Charge is waived when you maintain a balance of at least \$2,500 in the account each day for the calendar month, or when you qualify at Gold or Platinum Relationship Rewards level for the statement period. Please refer to the "Description of Membership Account Structure For Purposes of Fee Waiver" section and the Relationship Rewards Program Disclosure for further information.

---

### **ADVANTAGE CHECKING**

---

The **Advantage Checking Account** is an account which does not pay dividends, but which offers unlimited check writing (*provided sufficient funds are available*).

#### **MINIMUM DEPOSIT AND BALANCE REQUIREMENTS**

A minimum initial deposit of \$25 is required to open the Advantage Checking Account. However, there is no minimum daily balance required to maintain an Advantage Checking Account.

#### **DIVIDENDS**

This account does not earn dividends.

#### **MONTHLY SERVICE CHARGE AND THE MINIMUM BALANCE REQUIRED TO AVOID MONTHLY SERVICE CHARGE**

There is a Monthly Service Charge for the Advantage Checking Account. The Monthly Service Charge is reduced with e-Statements (paper statements waived). The Monthly Service Charge is waived when: (1) you maintain a minimum daily balance of \$750 in the account each day for the calendar month, or (2) you have Direct Deposit of at least \$250 to the account for the statement period; or, (3) you qualify at Gold or Platinum Relationship Rewards level for the statement period. Please refer to the Schedule of Service Charges and Fees for current charges and fees. Please refer to the "Description of Membership Account Structure For Purposes of Fee Waiver" section and Relationship Rewards Program Disclosure for further information.

---

## TEEN ACCOUNT

---

The **Teen Account** is specifically designed for ages 13 through 17 and enables teens to establish and build their banking relationship at an early age, learn financial responsibility, and conduct their own transactions. Teen Accounts require an adult joint account owner (a person 18 years of age or older) in order to open the account. The Teen Account includes a standard Main Savings Account, Teen Checking Account (Teen Checking), and ATM or Debit Card. Other services, such as Telephone Banking, Online Banking, and e-Statements are also available. With the Teen Account the standard Low Balance Fee and monthly checking account service charge is waived, and ATM fees and surcharges are automatically waived or rebated at the "Silver" Relationship Rewards level when you have Teen Checking. The Teen Account automatically converts to a NextGen Account when the minor reaches the age of 18.

**Eligibility** - To open a Teen Account the minor account owner must be between the ages of 13 through 17. Teen Accounts cannot be opened if the minor is under the age of 13 or has reached the age of 18. Teen Accounts cannot be opened without a minor on the account. Only one minor is permitted on the account. The adult joint account owner must meet Logix Federal Credit Union's eligibility criteria and verifications to open a Teen Account.

**Joint Account Requirement** – The Teen Account is a joint account and requires an adult joint account owner 18 years of age or older on the account along with the minor account owner. The name appearing first on the account will be the name of the minor account owner and the minor account owner's social security number will be used for tax reporting purposes. "Joint account" means Joint Tenants with Rights of Survivorship.

**Adult Joint Account Owner's Liability** – By opening a Teen Account the adult joint account owner understands, acknowledges, and agrees that he or she is solely responsible and liable for any and all transactions and activity on the Teen Account, including the Main Savings Account, Teen Checking Account, and any additional savings account(s), and the request and use of any and all related Logix products and services, including but not limited to ATM cards, debit cards, Online Banking, Mobile Banking, and eDeposit Mobile services, and agrees to indemnify and hold harmless Logix Federal Credit Union from and against all losses and/or liability arising from any transaction on the Teen Account and any and all transactions and activity resulting from the use of any Logix product or service by the minor joint account owner, except as prohibited by law. Review your account statements regularly.

**Automatic Conversion to NextGen Account** – The Teen Account will automatically convert to a NextGen Account on the first day of the month following the minor's 18<sup>th</sup> birthday. At that time the Teen Checking (if applicable) will convert to a NextGen Checking. We will notify you at least 30 days before the Teen Account is converted to a NextGen Account. Please refer to the NextGen Accounts section below for information on NextGen requirements, terms, conditions, account types, services, and fees.

### Teen Account - Account Types

**Main Savings Account:** A Main Savings Account is required to establish and maintain Logix membership and open a Teen Account.

**Minimum Opening Deposit** - \$5.00

**Minimum Balance to Maintain Account** – \$5.00

**Minimum Balance to Earn Dividends** – None

**Dividend Rate and Annual Percentage Yield** – Refer to our current **Account Rate Sheet**.

**Refer to the "SAVINGS ACCOUNTS" section above for details on the REQUIRED MAIN SAVINGS ACCOUNT, INCLUDING REQUIRED MAIN**

**SAVINGS ACCOUNT, MINIMUM DEPOSIT AND BALANCE REQUIREMENTS, MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS, DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD, DIVIDENDS AND VARIABLE RATE INFORMATION, SAVINGS DIVIDEND RATES ARE BASED ON YOUR ACCOUNT BALANCE, and TRANSACTION LIMITATIONS.**

### Teen Checking:

**Minimum Opening Deposit** - \$25.00

**Minimum Balance to Maintain Account** – None

**Dividends** – Teen Checking does not earn dividends

**Monthly Service Charge** – None

**Relationship Rewards** – Teen Checking automatically earns rewards at the "Silver" Relationship Rewards level. Refer to our Relationship Rewards Program for more information.

**Issuance of Debit and ATM Cards and Card Limits** Debit and ATM Cards are issued upon request. You must have Teen Checking to receive a Debit Card; otherwise we will issue an ATM Card.

**Daily Limits on Debit Cards and ATM Cards** - Daily Debit Card purchase limits and ATM cash withdrawal limits are stated in the Debit Mastercard and Logix ATM Card Agreement and Disclosure that will accompany the card. The adult joint account owner may request different daily debit card purchase and ATM cash withdrawal limits than those stated in our Debit Mastercard and Logix ATM Card Agreement and Disclosure for Teen Accounts, subject to our approval. Refer to our Debit Mastercard and Logix ATM Card Agreement and Disclosure for complete information.

**Courtesy Pay Service** – Courtesy Pay Service is not available on Teen Accounts.

**Other Fees and Charges** - Refer to our current Schedule of Service Charges and Fees for other fees and charges.

---

## NEXTGEN ACCOUNT

---

The **NextGen Account** allows young adults ages 18 through 24 to independently manage their financial affairs. The NextGen Account includes a standard Main Savings Account, NextGen Checking Account (NextGen Checking), and ATM or Debit Card. Other services, such as Telephone Banking, Online Banking, Mobile Banking, and eDeposit Mobile services are also available. With the NextGen Account, the standard Low Balance Fee is waived, the monthly checking account service charge is reduced or waived, and ATM fees and surcharges are automatically waived or rebated at the "Silver" Relationship Rewards level when you have NextGen Checking. The NextGen Account automatically converts to a standard member account when the young adult reaches the age of 25.

**Eligibility** - The account owner must be between the ages of 18 through 24 to open a NextGen Account. Unless automatically converted from a Teen Account, the account owner(s) must meet Logix Federal Credit Union's eligibility criteria and verifications to open a NextGen Account.

**Account Ownership** – NextGen Accounts can be established as individual or joint accounts. If the NextGen Account is established as result of automatic conversion from a Teen Account, the NextGen Account will be a joint account. "Joint account" means Joint Tenants with Rights of Survivorship.

**Automatic Conversion to Standard Account** – The NextGen Account will automatically convert to a then standard member account on the first day of the month following the young adult's 25<sup>th</sup> birthday. At that time the NextGen Checking (if applicable) will convert to an Advantage Checking Account or similar type of checking account.

We will notify you at least 30 days before the NextGen Account is converted to a standard member account. Please refer to the Membership and Accounts Agreement and Disclosure for information on Advantage Checking and other terms, conditions, services, and fees.

#### **NextGen Account - Account Types**

**Main Savings Account:** A Main Savings Account is required to establish and maintain Logix membership and open a NextGen Account.

**Minimum Opening Deposit - \$5.00**

**Minimum Balance to Maintain Account – \$5.00**

**Minimum Balance to Earn Dividends - None**

**Dividend Rate and Annual Percentage Yield –** Refer to our current **Account Rate Sheet**.

**Refer to the “SAVINGS ACCOUNTS” section above for details on the REQUIRED MAIN SAVINGS ACCOUNT, INCLUDING REQUIRED MAIN SAVINGS ACCOUNT, MINIMUM DEPOSIT AND BALANCE REQUIREMENTS, MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS, DIVIDEND RATE AND ANNUAL PERCENTAGE YIELD, DIVIDENDS AND VARIABLE RATE INFORMATION, SAVINGS DIVIDEND RATES ARE BASED ON YOUR ACCOUNT BALANCE, and TRANSACTION LIMITATIONS.**

#### **NextGen Checking:**

**Minimum Opening Deposit - \$25.00**

**Minimum Balance to Maintain Account – None**

**Dividends –** NextGen Checking does not earn dividends

**Monthly Service Charge -** There is a Monthly Service Charge for the NextGen Checking Account – Refer to our Schedule of Service Charges and Fees for the NextGen Checking Monthly Service Charge. The Monthly Service Charge is waived if: (1) you enroll in our e-Statement Service (paper statements waived); or (2) you have Direct Deposit of at least \$100 per month to your account; or, (3) you maintain a daily balance of at least \$250 in your account each day during the statement period; or (4) you qualify at the Gold or Platinum Relationship Rewards Level for the statement period.

**Relationship Rewards –** NextGen Checking automatically earns rewards at the “Silver” Relationship Rewards level. Refer to our Relationship Rewards Program for more information.

**Issuance of Debit and ATM Cards and Card Limits** Debit and ATM Cards are issued upon request. You must have a NextGen Checking Account to receive a Debit Card; otherwise we will issue an ATM Card. Refer to our Debit MasterCard and Logix ATM Card Agreement and Disclosure for Card Limits and other important information.

**Courtesy Pay Service –** Courtesy Pay is available on NextGen Checking Accounts. You must specifically Opt-In to the Courtesy Pay Service to request that your ATM and everyday debit card transactions are paid when you don’t have sufficient funds in your account. Courtesy Pay is made available at our discretion and we do not guarantee that any or all transactions are paid. Refer to our “What You Need to Know About Overdrafts and Overdraft Fees” disclosure for important information.

**Other Fees and Charges -** Refer to our current Schedule of Service Charges and Fees for other fees and charges.

---

## **DIRECT DEPOSITS AND PRAUTHORIZED CREDITS**

---

### **DIRECT DEPOSITS**

We may offer Direct Deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other recurring government or other benefit payment), or preauthorized transfers from your other accounts with us. You must authorize any Direct Deposits to your accounts by a separate authorization form. If applicable, you must notify us at least thirty (30) days prior to any Direct Deposit or preauthorized transfer if you wish to cancel or change the Direct Deposit or direct transfer option. Upon filing of a bankruptcy, if you fail to cancel any Direct Deposit authorization, you instruct your employer and us to make and apply Direct Deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government or any government agency for any benefit payment directly deposited into your account for any reason, you agree we may deduct the amount from any of your Savings, Checking, and/or Loan Accounts, unless prohibited by law.

### **DIRECT DEPOSIT AND SERVICE CHARGE REDUCTION**

To qualify as a “Direct Deposit” for purposes of receiving a reduction or waiver in monthly service charges on specific checking accounts, Direct Deposit shall mean an electronic or other automatic deposit to your checking account from your employer or other payer, such as payroll, Social Security or retirement benefit, or other recurring government benefit or payment. The amount of the required Direct Deposit required to reduce or waive monthly service charges is reflected on the Schedule of Service Charges and Fees. We will reduce or waive the monthly service charge as indicate on the Schedule of Service Charges and Fees for any calendar month in which we receive a Direct Deposit to the account in the required amount.

The Direct Deposit monthly service charge reduction will apply as above regardless of the number of Account Owners who receive Direct Deposit to the account and will not aggregate if more than one Account Owner receives Direct Deposit. If your Direct Deposit is discontinued or does not otherwise occur during any calendar month, we will charge you the regular (non-discounted) monthly service charge on your Account.

### **PRAUTHORIZED CREDITS**

If you have arranged to have Direct Deposits made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can call us at 800-328-5328 to find out whether or not the deposit has been made. You can also confirm your Direct Deposits through our Online Banking and Telephone Banking services.

---

## **HOLDS AND DEPOSITED FUNDS AVAILABILITY POLICY**

---

Our policy is to make funds from your cash and check deposits available to you on the **first** business day after the day we receive your deposit. Electronic Direct Deposits will be available on the day we receive the deposit. Check deposits made via our Remote Deposit Capture Service (eDeposit Mobile) and/or sent to us via U.S. mail will be available on the **second** business day after the day we receive your deposit. Once they are available, you can withdraw the funds in cash (subject to any cash limit at the branch) and we will use the funds to pay checks that you have written.

### **Business Days and Availability**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit in person to one of our employees at a branch

before closing time on a business day that we are open, we will consider that day to be the day of deposit. If you make a deposit in our branch (indoor) or 24-hour (outdoor) depository prior to the posted cut-off time (local time), we will consider that day to be the day of your deposit. However, if you make a deposit after those times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### **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 **first** business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the **second** business day after the day of your deposit. However, **the first \$200 of your deposits** will be available on the **first** business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, 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 was 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 first business day after we receive your deposit. If you will need the funds right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (1) We believe the check you deposit will not be paid; (2) You deposit checks totaling more than \$5,000 on any one day; (3) You or we redeposit a check that has been returned unpaid; (4) You have overdrawn your account repeatedly in the last six months; or, (5) There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your availability 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.

#### **Important Information on One-Time Electronic ACH Deposits and Payments**

If you ask us to initiate a one-time electronic ACH debit (withdrawal) from an account you have at another financial institution, the funds from the corresponding electronic ACH deposit to your Logix account (including new and existing Logix accounts), or as applied toward your credit limit in connection with a payment made to your Logix credit card or other line of credit, may not be available until the **sixth** business day after the date of the electronic ACH deposit or payment.

#### **Special Rules for New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the **second** business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the **ninth** business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the **second** business day after the day of your deposit. Funds from all other check deposits will be available on the **seventh** business day after the day of your deposit.

#### **Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another 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 funds from the check we cashed would have been available if you had deposited it.

#### **Holds on Other Funds (Other Account)**

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

#### **ATM DEPOSITS – FUNDS AVAILABILITY POLICY**

This section applies to deposits made at Logix-owned ATMs and at select ATM locations displaying the CO-OP Network symbol. Logix-owned ATMs are easily identifiable by our name on the ATM screen. Funds from deposits made at Logix-owned ATMs are subject to verification, may not be available for immediate withdrawal, and will generally be available for withdrawal the **second** business day following the date of deposit.

Funds from deposits made at **non-Logix-owned** ATMs displaying the CO-OP Network symbol are also subject to verification, may not be available for immediate withdrawal, and will generally be available for withdrawal the **fifth** business day following the date of deposit. Longer delays may apply.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

Generally, deposits received after 12:00 p.m. (noon) local time will be processed the following business day. Each calendar day (including Saturday, Sunday and holidays) is a processing day. At Logix-owned ATMs, a processing day is the actual 24 hour calendar day period, midnight to midnight (12:00 a.m. Pacific Time [PT]). Processing days may be different at non-Logix owned ATMs and POS Networks (for example, 3:00 p.m. to 3:00 p.m.). For posting transactions dividend calculation, finance charge accruals, and for any matter under dispute, the processing date will be the effective date of the transaction.

#### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit at Logix-owned ATMs available to you on the **second** business day after the day of your deposit, or that you deposit at non-Logix owned ATMs available to you on the **fifth** business day after the day of your deposit. **However, the first \$200 of each day's deposits made at Logix-owned ATMs will be available on the first business day following the day of deposit.**

If we are not going to make all of the funds from your deposit available on the second or fifth business day following the date of deposit, as stated above, we will notify you by mail by the first business day after we receive your deposit and tell you when the funds will be available. If you will need the funds right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: (1) We believe the check you deposit will not be paid; (2) You deposit checks totaling more than \$5,000 on any one day; (3) You or we redeposit a check that has been returned unpaid; (4) You have overdrawn your account repeatedly in the last six months; or, (5) There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your availability 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

If you are a new member, the following special rules may apply to ATM Deposits made during the first 30 days your account is open. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the **second** business day after the day of your deposit made at Logix-owned ATMs, or on the **fifth** business day following the date of deposit at non-Logix-owned ATMs, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the **ninth** business day after the day of your deposit made at a Logix ATM. Funds from all other check deposits will be available on the **seventh** business day after the day of your deposit when made at a non-Logix ATM.

---

### ITEM POSTING ORDER

---

#### ITEM POSTING ORDER – The order in which withdrawals and deposits are processed and posted.

Check withdrawals are processed as received and in check number order beginning with lower check numbers up through higher check numbers. Other withdrawals such as withdrawals conducted in person, ACH debits, Debit Card transactions, Point of Sale (POS) and ATM transactions, telephone transfers, Online Banking and other one-time or recurring electronic funds transfers, and Bill Pay Payments are processed as they occur and are received. Deposits are processed as received. While this Item Posting Order provision reflects our item posting practices, you understand and agree that items posted to your account are subject to our funds availability disclosures and practices, as described in this Agreement and Disclosure.

---

### OVERDRAFT DISCLOSURES

---

This section of the Membership and Accounts Agreement and Disclosure contains important information regarding how overdrafts are determined; how payment and deposit transactions are posted to your account; and our overdraft protection programs. If you have questions about any of these processes, please see a branch representative or call 800-328-5328.

**An “Overdraft” occurs when there is not enough money in the “available balance” in your account to cover a transaction at the time it is presented to us for payment.**

**YOUR ACCOUNT BALANCE.** Your account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance (also referred to as “Balance” in Online Banking, “Current Balance” in Mobile Banking and Logix Card Manager, “New Bal” on deposit receipts, and “Ledger Balance” on ATM receipts) reflects transactions that have “posted” to your account, but not transactions, such as debit card purchases, that have been authorized and are pending. It also reflects the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you. Thus, while the term “actual” may sound as though the balance you see is an up-to-date display of what is in your account to spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not be reflected in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, your actual balance is still \$50

because it does not reflect the pending check transaction; therefore, you really only have \$10 remaining to use.

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

For purposes of all payments, other than debit card payment transactions, we use your available balance at the time a transaction is posted to your account to determine when your account is overdrawn. For debit card transactions, we use your available balance but we add back payment authorizations for purposes of assessing whether your account is overdrawn. The following examples illustrate how this works:

**Example 1.** Assume your actual and available balance are both \$50, and you swipe your debit card at a restaurant for \$20. If we authorize the payment, then your available balance will be reduced by \$20, so it will be only \$30. Your actual balance is still \$50. Before the restaurant payment transaction is sent to us for processing, a check you wrote for \$40 clears your account. Because you only have \$30 available (you have committed to pay the restaurant \$20), when we pay the \$40 check, your available account balance will become overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft (Courtesy Pay) fee. That fee will be deducted from your account, further reducing both the actual and available balances. Because we are committed to honor this \$20 previously authorized payment transaction, when it is presented to us by the merchant and we process the payment, it will result in further overdrawing your account. This will result in an overdraft fee for the \$20 transaction also (provided you have Opted-In to Courtesy Pay for ATM and everyday debit card transactions), even though your available balance was sufficient at the time the transaction was authorized.

**Example 2.** Assume your actual and available balances are both \$50. But in this example, you have deposited a check in the amount of \$5,000. We will make \$200 available no later than the next business day, but the balance of the check (\$4,800) will be put on hold. Thus, after the deposit, you will have an actual balance of \$5,050 and an available balance of \$250. Now, let's assume you use your debit card at a store for \$200 and the merchant seeks our prior authorization. We will reduce your available balance by \$200 so that it will be only \$50. Then, assume you use your debit card for \$100 and the merchant again seeks our prior authorization. If you have Opted-In to Courtesy Pay for ATM and everyday debit card transactions and we give authorization for that debit card payment, your available balance will be reduced by \$100 and you will have a negative -\$50 available balance. (If you have not Opted-In to Courtesy Pay, we would decline the transaction for insufficient funds.) If the \$100 debit card transaction is presented to us for payment the next day, it will post to your account; HOWEVER in this case, you will not have an overdraft and won't be charged an overdraft fee because we don't deduct (we add back) the

debit card payment authorization hold amounts from your available balance when the debit card payment transaction is presented to us for payment. If your available balance is still \$150 when the \$200 debit card payment is presented to us for payment, once we pay the \$200 transaction you will have a negative -\$50 available balance and a -\$50 account overdraft, and, provided you have Opted-In to Courtesy Pay for ATM and everyday debit card transactions, you will be charged an overdraft (Courtesy Pay) fee. Because we deduct the overdraft (Courtesy Pay) fee from your account, that fee will further increase the amount of your account overdraft.

It is very important to understand that you could still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In Example 1, above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit the one-time debit card transaction to us for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), the amount we deducted from your available balance to cover the payment may be reversed prior to the transaction actually being received by us for payment. In that case, your available balance will not reflect this transaction until it has been paid from your account.

**HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.** There are basically two types of transactions in your account: credits or deposits into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Most deposits are added to your account when we receive them. For some checks you deposit, only \$200 will be made available on the first business day after the day we receive the deposit; the remainder of the amount of the check deposit will be available on the second business day after the day we receive your deposit. Holds may be shorter than two days and some holds may be extended, such as, for example, on checks over \$5,000. Thus, your available balance may not reflect the full amount of the most recent deposits to your account. For details on the availability for withdrawal of your deposits, refer to the "Holds and Deposited Funds Availability Policy" section of this Agreement and Disclosure.

**Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve System. We receive data files of processed checks from the Federal Reserve each day which may include checks drawn on your account. We process your checks daily in check number order beginning with lower check numbers up through higher check numbers.
- **ACH Payments.** We receive electronic Automated Clearing house (ACH) transaction data files daily from the Federal Reserve, which include electronic funds transfers and bill

payments. ACH payments debited from your account are paid in low to high dollar value order. When we receive more than one data file, those ACH payments will also be debited from your account in low to high dollar value order. For example, we could process a data file in the morning (debited from your account and paid in low to high dollar value order) and then again in the afternoon (debited from your account and paid in low to high dollar value order).

- **Point of Sale (POS) Debit Card Purchase and Payment Transactions.** These are transactions where you use your debit card and you enter your Personal Identification Number (PIN) at the time of the transaction. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment to us immediately; it depends on the merchant.
- **Signature Point of Sale (POS) Debit Card Purchase and Payment Transactions.** These are transactions where you use your debit card but do not enter your PIN, but instead may be asked to sign for the transaction. As described above, in these situations, the merchant may request our prior authorization for the transaction. When that happens, we generally reduce the available balance in your account by the amount we are asked to authorize. Debit card signature transaction authorizations are deducted from your available balance but not your actual balance as received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment transactions are submitted to us in real time throughout the day and are posted to your account as they are received. **Note:** The amount of an authorization may differ from the actual payment debited from your account, because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, we may authorize and deduct from your available balance the amount of the bill presented to you, but when the transaction posts to your account, it will include any tip that you may have added to the bill. This may also be the case when you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment from your account.

This is a general description of how certain types of transactions are posted. We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. Some items are received by us individually and others are received in data file batches. Items that we receive by data file batch are generally aggregated and processed before the start of the next business day (Monday through Friday, except Federal holidays), first by processing all batched ACH deposits; then by processing all batched ACH payments, and then by processing all batched checks. Other withdrawals such as withdrawals conducted in person, debit card transactions, ATM transactions, telephone transfers, Online Banking transactions and other one-time or recurring electronic funds transfers, Web BillPay and electronic bill payments are processed as they occur and are received. Withdrawal and payment transactions may not be processed in the order that you make them.

We may, at our discretion, pay a check, ACH payment, or other item, and execute other transactions on your account in any order we choose. In most cases, we will follow the order set forth in this Agreement and Disclosure. The order in which we process

payments and execute other transactions on your account may affect the items that are paid and the total amount of overdrafts in your account. We may choose our order of processing items irrespective of the overdrafts and overdraft fees that may result. A determination of your checking account balance for purposes of making a decision whether to dishonor an item for insufficiency of funds in your available balance may be made at any time between presentation and our return deadline, with only one review of the available account balance being required.

**The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.**

**OVERDRAFT PROTECTION.** Overdrafts will be handled in accordance with these overdraft protection procedures and any overdraft protection feature of a Logix credit card or line of credit agreement you have with us. If you have an overdraft, then we will look first to your Logix Credit Card or ReadyLine of Credit for available credit to advance funds to cover the overdraft. If you do not have a Logix Credit Card or ReadyLine of Credit, or sufficient credit is not available on your Logix Credit Card or ReadyLine of Credit, then we will look to your Logix savings account for available funds to cover overdrafts. If you do not have sufficient funds in your savings account, then we may, subject to the conditions described below, pay the overdraft item on your behalf. This is known as the Logix Courtesy Pay program. **You may establish a sequence different from that described above for the transfer of available funds to cover overdrafts by contacting us at 800-328-5328.** We may but shall not be required to pay overdrafts by any of these means.

All Overdraft Protection advances from a Logix Credit Card or ReadyLine of Credit, and funds transfers from a Logix savings account, will be made in \$100 increments. Should your Logix Credit Card, ReadyLine of Credit or savings account not contain the required \$100 increment we will advance any available credit or transfer any available savings account funds (we may also advance/transfer funds from more than once source – i.e. advance funds from your Logix Credit Card and transfer funds from your Logix savings account to cover the item); however, if sufficient credit is not available on your Logix Credit Card or ReadyLine of Credit, or sufficient funds are not available in your Logix savings account to cover the amount of the check, ACH payment, or other item, we will be unable to initiate the advance or transfer, and the check, ACH payment or other item may be returned unpaid. Advances from your savings account to cover overdrafts are limited to a maximum of six (6) per calendar month (including preauthorized electronic funds transfers and transfers initiated via our Telephone Banking or Online Banking services). Refer to the Savings Accounts - "Transaction Limitations" section of this Agreement and Disclosure.

If we advance funds from your Logix Credit Card or ReadyLine of Credit or we transfer funds from your Logix savings account to cover an overdraft, then we will assess an Overdraft Protection Transfer Fee and charge this fee to your Logix checking account. Refer to our current Schedule of Service Charges and Fees for information on how this fee is assessed and the amount of the Overdraft Protection Transfer Fee.

**ITEMS PAID AND RETURNED UNPAID.** If you do not have sufficient available credit or sufficient funds available in your savings account to cover an overdraft, we may then, at our option, either:

- (1) Pay the check, ACH payment and other item (item) even though you do not have sufficient available funds in your account. If we decide, at our option, to pay an overdraft, then we will charge you a "Courtesy Pay" fee. Refer to our Schedule of Service Charges and Fees for the Courtesy Pay Fee amount. When an item is paid and creates an overdraft you agree and authorize us to pay the item from funds from

another of your accounts or from funds subsequently deposited in the account including direct deposits of governmental benefits such as Social Security and Supplemental Security Income. Any negative balance on your account is immediately due and payable unless we agree otherwise in writing. We may place a hold on balances in any other account you may have with us until the negative balance is paid;

**OR**

- (2) Not authorize a debit card purchase or payment transaction or ATM withdrawal, or not pay and return a check, ACH payment or other item (item) drawn against non-sufficient or unavailable funds in your account, even though we may have previously established a pattern of honoring such items. We are not obligated to notify you before we decide to not authorize or pay an item. If an item is returned unpaid, then we will assess a Non-Sufficient Funds (NSF) Fee for each such item Refer to our Schedule of Service Changes and Fees for the NSF Fee amount.

**If you want Logix to authorize and pay overdrafts for ATM transactions and one time debit card transactions, you must Opt-In to this service.** Refer to our "What You Need to Know about Overdrafts and Overdraft Fees" disclosure for additional information.

**ACCOUNT OVERDRAFTS DUE IMMEDIATELY.** If at any time the balance in any of your Logix accounts is overdrawn, you will be responsible to cover the negative balance on your account, which becomes due and payable immediately, unless we agree otherwise in writing. Accounts overdrawn in excess of seven (7) calendar days are subject to statutory lien (see "Statutory Lien Rights" section), collection, and/or other legal remedy. We reserve the right to charge a daily negative balance fee.

**LOGIX CREDIT CARD AND READYLINE OF CREDIT AGREEMENTS.** Other terms and conditions applicable to overdraft protection from your Logix Credit Card and/or ReadyLine of Credit are set forth in the Logix Credit Card Agreement and Disclosure and/or the ReadyLine of Credit Agreement and Disclosure provided to you when the line of credit is established and which are available upon request.

**IF YOU DO NOT UNDERSTAND THIS AGREEMENT AND DISCLOSURE OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT 800-328-5328 MONDAY THROUGH FRIDAY, 6 AM TO 8 PM PACIFIC TIME (PT) AND SATURDAY 8 AM TO 5 PM PT.**

---

**STOP PAYMENTS  
CHECKS / ITEMS AND ELECTRONIC  
FUNDS TRANSFERS**

---

**Overview**

You have the right to request stop payment of a check/item or preauthorized electronic funds transfer against your account. Please refer to the telephone numbers listed on the back of this Agreement and Disclosure to contact a Logix Member Service Representative. A fee will be charged for each Stop Payment Order in accordance with our Schedule of Service Charges and Fees. You may request a stop payment by telephone, mail, or in person. You can also initiate a stop payment via OnLine Banking. At your request and risk, we will, without responsibility on our part, accept a stop payment order on your account subject to the charges in effect at the time such a stop payment order is received. A stop payment order will be in effect if all required information is accurately provided and the information is received in sufficient time to enable us to act on it. **If we are able to stop payment on your check/item or electronic funds transfer, you may still be liable to the payee or to a third party for the amount.**

### Stop Payment Orders on Checks/Items

All written and oral Stop Payment Orders on checks/items you write or authorize are **effective for twelve (12) months from the date received**, unless otherwise canceled or renewed by you. You agree to hold Logix harmless for said amount(s) and for any and all liability, expenses, and costs arising from our refusal to pay checks/ items that have a stop payment order. You further agree not to hold us liable for payment of the check(s)/item(s) contrary to your request if payment occurs through inadvertence, oversight, accident, or otherwise, or if by reason of such payment other items drawn by you are returned for insufficient funds. All written and oral stop payment orders are effective for twelve (12) months from the date received, unless otherwise canceled or renewed. We are authorized to charge and you agree to pay a fee for placing a stop payment order, and for the renewal of a stop payment order in conformance with the Stop Payment Order Fee as reflected in our current Schedule of Service Charges and Fees.

### Stop Payment Orders on Preauthorized Electronic Funds Transfers

You may arrange automated payments with third parties that will debit your Logix accounts via the ACH system. Those agreements are between the third party and you. You may request us to stop payment on a particular debit, in order to prevent the debit from being charged against your account. You may order stop payments orally or in writing. Three (3) business days advance notice prior to the expected transfer date of the debit entry is required to implement the stop payment request. If the stop payment order is received within three (3) business days of the expected transfer date, we will attempt to satisfy your request, but will not be held liable if sufficient time was not provided for a pre-authorized transfer that occurs within the three (3) business day period. In addition, it is necessary to provide the correct information related to the transaction(s) sufficient to enable the identification of the account and transaction(s) in question. You must specify if the stop payment placed is for the "Next Payment Only," "Until a Specific Date," or "Indefinitely," and will remain in effect unless you withdraw the stop payment order.

All ACH stop payment requests may be made orally or in writing. If we require written confirmation of oral stop payment requests, you have fourteen (14) days to provide the written confirmation. If we do not receive written confirmation, the oral stop payment order may cease to be binding fourteen (14) days after your oral request has been made. Stop payments of electronic funds transfers are effective from the time the Stop Payment Order is placed. Stop payment orders of electronic funds transfers and ACH debits apply only to the items listed on your written request/confirmation. If you wish to terminate future electronic transfers or ACH debits, you must notify and cancel your agreement with the originating institution or company.

### Stop Payment Orders or Changing Preauthorized Electronic Funds Transfers via Online Banking

If you have made arrangements in advance via our Online Banking service to allow us or a third party, such as Web BillPay, to make individual or recurring electronic fund transfers to or from your account(s), you may request stop payment or changes to these preauthorized transfers. The best way to stop payment or change an individual or recurring electronic funds transfer is through our Online Banking service. You can also contact us by telephone, written request or by visiting a branch. You may contact the **Web BillPay** customer service at **888-918-7463**. You may notify us orally, in person or in writing at any time up to three (3) business days before the scheduled date of the preauthorized transfer in order to enable us to act on it. We may require written confirmation of the Stop Payment or Change within fourteen (14) days of the oral notification. If we require written confirmation, the oral stop payment order may cease to be binding fourteen (14) days after it has been made. Stop or change to payments of electronic funds

transfers are effective from the time the Stop Payment Order is placed. Stop payment orders of electronic funds transfers and ACH debits apply only to the information provided in your oral request or written confirmation. If you wish to terminate future electronic transfers or ACH debits, you must also notify and cancel your agreement with the originating institution or company. **If we are able to stop payment on your check, item or electronic funds transfer, you may still be liable to the payee or to a third party for the amount.**

---

### LOST OR STOLEN CREDIT CARD, DEBIT CARD, ATM CARD, OR PIN, AND UNAUTHORIZED TRANSFERS

---

Tell us **IMMEDIATELY** if you believe that your Credit Card, Debit Card, ATM Card or PIN has been lost or stolen or that someone has used it or may use it to transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down.

#### Our telephone number is:

800-328-5328

#### Our address is:

Logix  
P. O. Box 6999  
Burbank, CA 91510

Also, if your statement shows withdrawals, transfers or purchases that you did not authorize, notify us AT ONCE. If you do not notify us within **60 days** after the statement was mailed to you, you may not get back any money you lost after the 60 days. If extenuating circumstances, such as a long trip or a hospital stay, kept you from notifying us, this time period may be extended.

Please refer to your applicable debit and credit agreement and disclosure for further information on your and our responsibilities in connection with lost or stolen cards and PINS, and liability for unauthorized transfers.

---

### ACCOUNT STATEMENTS AND NOTICES EXAMINING YOUR STATEMENTS AND ITEMS OTHER TERMS AND CONDITIONS

---

#### ACCOUNT STATEMENTS AND NOTICES

We will send you a combined periodic statement that reflects all transactions and activity on each account during the statement period. If you maintain only a savings account with us, you may receive your statement on a quarterly basis. Your periodic statement will be mailed to you at the address as reflected on our account records, which you are obligated to keep current at all times. All other notices will also be mailed to you at the address of record. Your monthly periodic account statement will not include the original checks which have been paid against your checking and/or money market account; however, the check number and amount of each check paid during the period are listed on your statement.

#### E-STATEMENTS

You can receive your account statements online electronically by registering for Online Banking and enrolling in our e-Statement Service. If you choose to do so, you will be provided with a separate e-Statement Service Agreement and Disclosure. The terms and conditions of this Membership and Account Agreement and Disclosure apply in addition to those set forth in the e-Statement Service Agreement and Disclosure.

#### EXAMINING YOUR STATEMENTS AND ITEMS

It is your duty to exercise reasonable care and promptness in the examination of the periodic statement provided to you by us, to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after

discovery. Failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **Paper Checks and Drafts** – no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Electronic Check/Draft Conversions** (*refer to the Electronic Check Conversion subsection below for more information*) – no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the period is not later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Substitute Checks** (*refer to the Substitute Checks subsection below for more information*) – no later than **40** calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- **ACH Debits – Personal and Sole Proprietorship Accounts** - no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected; for other **Business Ownership Accounts** – no later than **one (1) business day (by 2:00 p.m.)** following the original date of the transaction.
- **ATM, POS and Other Electronic Fund Transfers** – no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected.

You agree that our retention of your checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

#### **Electronic Check/Draft Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and to pay bills. This is referred to as an Electronic Check Conversion. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic funds transfer is covered under the provisions and protections of the Electronic Fund Transfer Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check.

#### **Substitute Checks**

A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks." The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending

them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks.

#### **Substitute Checks and Your Rights**

##### What Is a Substitute Check?

To make check processing faster, federal law permits banks 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 as 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.

##### What Are 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 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 ten (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 dividends on the refund, if we are able to demonstrate that the substitute check was correctly posted to your account.

##### How to Make a Claim:

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Logix  
Payments Department  
2340 Hollywood Way, Burbank, CA 91505

You must contact us within 40 calendar days of the date 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;
- 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: (for example, the check number, the name of the person who wrote the check, and the amount of the check).

#### **CHECK SAFEKEEPING**

We do not return the original or image of your paid checks. Instead, we provide the check number, amount, and date of payment on your account statement. We retain a copy the front and back of each check processed and paid against your account. We retain these copies for seven (7) years from the date the check is charged against your account. You may request copies of checks, if the request is within the required retention period. Refer to our Fee Schedule for Business Accounts for the current Research and Copies fee. Please note that images of your paid checks (for at least the last 12 months) are available to you at no cost through our Online Banking Service

#### **REMOTELY CREATED CHECK**

Remotely created check means a check that is not created by the paying financial institution and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. If you authorize a remotely created check, we will debit your account for the authorized item as if you have signed the item authorizing the debit. If you have a dispute and want to cancel the authorized item, you must contact the payee that debited your account. If the item was never authorized, you must contact us within 30 days from the date you receive your statement. We may require you to make the claim in writing.

If you use or authorize another to issue a remotely created check against your account, or voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't deliver the check physically signed by you to the party, any remotely created check or other debit to your account initiated by the party to whom you gave the information is deemed authorized even if it differs in amount, frequency or timing from your intentions or agreement with that party. You agree that you will not hold us responsible for any loss, damage or other problems resulting from your having used or authorized another to create a remotely created check.

If you create or deposit remotely created checks to your Logix account(s), you represent and warrant that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn in the amount stated on the check to the payee stated on the check. If a remotely created check, which you have deposited into your Account, is returned by the drawee-payor financial institution for any reason, you agree that we may debit your account(s) for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. We reserve the right to accept or reject any item for deposit into any of your accounts.

#### **CHECKS NOT CURRENTLY DATED**

You should write the current date on checks you issue. However, regardless of the date on a check you have written, we may pay it whenever it is presented for payment. Logix may, at its option, but is under no obligation to you to pay any check drawn on your account, which is presented before its date, or more than six months after its date. Logix shall not be liable for honoring or failing to honor any stale dated or post dated check, or conditionally endorsed check. We may charge your account as of the date we pay the item. If you do not wish a check to be paid, you must place a Stop Payment on the check.

#### **DEPOSITED AND CASHED ITEMS**

All items deposited or cashed, will be handled by Logix as agent for you, and are subject to charge-back or refund if for any reason final payment is not received in a form acceptable to us (for example, but not limited to, the item is returned to us unpaid for reasons such as insufficient funds or refer to maker). We will charge you a "Checks You Deposit or Cash That Are Returned Unpaid" Fee for each item, if we receive and charge-back any deposited or cashed item against your account. Please refer to our current Schedule of Service Charges and Fees for the Checks Deposited or Cashed That Are Returned Unpaid Fee amount. Logix assumes no responsibility beyond the exercise of ordinary care in handling items on your behalf. Further, Logix will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. Logix reserves the right to send any item for collection.

If a claim is made with respect to any items subsequent to final payment on the grounds that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, we may withhold the amount thereof from the account until final determination of such claim. We have the right to refuse to accept any item for deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement or bear a conditional endorsement.

We may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient available funds to initially pay the item, but we are not required to do so. If we choose to re-present the check, we may do so without telling you the check was not paid or that we are presenting it again.

#### **DEPOSITS TO ACCOUNTS AND PROVISIONAL CREDIT**

We may accept deposits to your account from any source and need not question the authority of the person to make the deposit. We reserve the right to decline any deposit that would result in an account balance of more than \$250,000. You will be responsible for any loss because of your failure to identify your account properly by name and number on any deposit item.

Any items other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (an actual credit for deposit of or payable in foreign currency will be at the exchange rate imposed on us on the day of the credit or deposit). We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in our Funds Availability Policy. Handling an item as a "collection item" means that instead of accepting an item for deposit, we send the item directly to the issuer's bank for payment. If the item is returned unpaid, we will return the item to you.

Logix has the sole discretion to determine whether to accept an item for deposit or collection. The fee for Collection Items is disclosed on our Schedule of Service Charges and Fees.

#### **ENDORSEMENTS**

You authorize Logix, in its discretion, to accept transfers, checks, drafts, and other items for deposit into your account(s), whether or not they are endorsed by all payees. You authorize us to supply missing endorsements if we choose to supply such endorsements. Logix reserves the right to verify all endorsements on third party

checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, we may require the endorsement as set forth on the check. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorser to be present or to have their endorsements guaranteed before we accept the item. We may refuse to accept any item for deposit, in our reasonable discretion.

Check deposits made using our Mobile Banking App must be restrictively endorsed **“For Mobile Deposit Only at Logix”**.

All endorsements, stamps or other information must be placed in the space on the back of the check between the top-edge and 1 1/2 inches from the top-edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us to the delay or error.

#### **SUBROGATION**

If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of: (1) any holder in due course on the check against the drawer or maker; (2) the payee or any other holder of the check against the drawer or maker, either on the item or under the transaction out of which the item arose; and (3) the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

#### **CHECKS WITH LEGENDS AND CONDITIONING PAYMENT**

You agree not to directly or indirectly present any checks or other items bearing restrictive notations such as “Void after 90 days,” or “Void if over \$500.” You agree that if you directly or indirectly present such checks or other items, we will not be bound by the restrictive language and may pay the checks or other items without regard for the restrictions contained therein. In no event will we be liable for our refusal to honor your restrictions (whether or not we had previously honored or dishonored similar restrictions). You further agree to indemnify and hold us harmless for any claims or losses arising out of our refusal to honor your restrictions.

#### **CHECK PROCESSING AND VERIFICATION**

We may process checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are currently dated, properly completed and endorsed. Although we may review checks, you understand and agree that reasonable commercial standards do not require us to do so. You agree to review each and all statements as soon as you receive them and to notify us immediately of any discrepancy.

#### **ELECTRONIC PRESENTMENT AND PAYMENT OF CHECKS**

In some cases when you write a check to a merchant in payment of goods or services the merchant may present that check electronically for payment instead of sending us the paper check. Also, if your check is returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check.

When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check.

When you provide information on your personal check, (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially

completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (“EFT”) to debit the funds from your account, that electronic funds transfer is covered under the provisions and protection of the Electronic Fund Transfer Act. Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Funds Transfer Act.

#### **LOST ITEMS**

Logix acts only as your collecting agent when receiving items for deposit or collection. We reserve the right to reverse the credit for any deposited items lost while in the process of collection. We will record for you the amount of the item, identity of the bank on which it is drawn and date of handling.

#### **AUTOMATED CLEARING HOUSE (ACH) TRANSFERS**

You may initiate or receive debits or credits to your account via Automated Clearing House (ACH) transfer. Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

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

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (“ACH”) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the Operating Rules of the National Clearing House Association, which are applicable to ACH transactions involving your account.

#### **ORDERING CHECKS AND REJECT PROCESSING FEES**

We would prefer that you order your personalized checks through us. Personalized checks through us can be ordered in person, by phone, in writing or through Online Banking. However, we recognize that you have other choices available for your check printing services. If you arrange for the printing of your checks by a company other than through us, the form, encoding, and format must follow our check specification requirements. If personalized checks that you order independently are rejected in processing due to MICR encoding or other errors in the printing of the check, we will assess a Check Processing Reject Fee. Personalized checks ordered through us are not subject to this fee. Please refer to our current Schedule of Service Charges and Fees for the Check Processing Reject Fee amount. Check printing companies/ suppliers may not provide checks which incorporate security features to aid in protecting your checks against fraud or alteration. Because of this, checks you order through a supplier, other than us, may not contain some or all of the security features found on checks provided through us. If any of these checks are altered, modified, or changed, you, and not Logix, will be responsible for any losses you suffer.

Check prices vary according to the type of checks you select and may change from time to time without specific notice to you.

## LOST OR STOLEN CHECKS

You agree to **notify us immediately** if your checks are lost or stolen. For security reasons, we may close your applicable account and return checks marked "Refer to Maker" or similar notice. If it is necessary for us to close your account and open a new, one you agree to sign an updated New Account Application for the new account.

## WIRE TRANSFERS

**Outgoing Wire Transfers** - Logix offers outgoing Domestic wire transfer service; however, outgoing International wire transfer service is not available. When you initiate a **wire transfer**, you must identify the recipient, any financial institution by name, the financial institution routing number, the account number of the beneficiary and other information as necessary. Logix (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution.

We may establish, from time to time, commercially reasonable security procedures to verify the authenticity of a wire transfer payment order. You will be notified of the security procedure, if any, to be used to verify wire transfer payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders shall be verified using that security procedure unless you notify us, in writing, that you do not agree to that security procedure. In that event, we will have no obligation to accept any payment order from you or other authorized parties on the account until you and we agree, in writing, or an alternative security procedure.

**Incoming Domestic and International Wire Transfers** – Incoming wire transfers are processed Monday through Friday, excluding Federal holidays. Our daily cut-off for processing incoming wire transfers is 3:00 p.m. Pacific Time, after which any incoming wire transfer will be processed the following business day.

## NOTICE OF VARYING ELECTRONIC FUNDS TRANSFER AMOUNTS

If you have arranged with us to initiate preauthorized electronic funds transfers/payments from your account at another financial institution to your Logix loan(s) or other accounts, we will tell you at least ten (10) days before each payment, when it will be made and how much it will be. You agree that such notification will be satisfied by providing you with the date and amount due on the loan billing notice or periodic statement associated with the loan to which the preauthorized electronic loan payment transfer will be made. If you have elected e-Statements, this notice will be provided to you electronically to your email address of record.

## CROSS ACCOUNT TRANSFERS

You can perform transfers from one Logix account to another Logix account where you are an owner on both accounts. You may also establish the ability to perform transfers from one Logix account to another Logix account where you are not an account owner in which authorization is required by owners on each account. **You understand and agree when establishing and using Online Banking for cross account transfers, the account that is sending the funds may view all the services, accounts and loans, the receiving account has established. If you do not want this service, you may opt-out of this service by notifying us.**

## LEGAL PROCESS

You understand and agree that we must comply if we are served with any notice of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process relating to your account which we know or otherwise believe in good faith to be valid. If any legal action, such as a levy, garnishment, attachment, or other legal process is brought against your account, Logix may refuse to pay out any money from any account you maintain with us until the dispute is resolved. If we incur any expenses or attorneys'

fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to our statutory lien and security interest on all accounts. Logix complies with subpoenas for documentation as required by State and/or Federal law. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. Funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages (including attorneys' fees and expenses) associated with our compliance with any process that we believe to be valid. Refer to the Fee Schedule for Business Accounts for the amount of this fee. For the current fee to process Legal Processes, refer to our Schedule of Service Charges and Fees.

## REFUSAL TO FOLLOW YOUR INSTRUCTIONS

We may refuse to follow any of your instructions that in our sole judgment are illegal or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your or what purports to be your oral, written or electronic instructions.

## CONFLICTING CLAIMS TO ACCOUNT

If we receive conflicting claims regarding funds in your account(s), including, but not limited to, disputes between Account Owners, we may, without liability to you and in our sole and absolute discretion: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; (4) honor the claim against your account if we are satisfied as to the claim's validity; or (5) restrict the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may also charge any account you maintain with us for any fees and expenses we incur in dealing with such claims (including attorneys' fees and expenses).

## FRAUD MITIGATION

We may offer you services to assist you in mitigating the risk of fraud on your account. We may also recommend you use or implement specific fraud protection measures, as a best practice. If we expressly recommended in writing that you use a specific fraud protection service we offer or measure, and you either: (1) fail to use the recommended fraud protection service or measure; or (2) fail to use the recommended fraud protection service or measure in a manner that is consistent with written documentation provided to you, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended fraud protection service or measure in accordance with applicable documentation.

## LIMITATION OF LIABILITY

**YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT AND DISCLOSURE, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**

## **DISCLAIMER**

You understand and agree that Logix accounts and services are provided "as-is." Except as otherwise provided in this Agreement and Disclosure or as required by law, Logix assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. You understand and expressly agree that the use of our services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data. Except as expressly set forth in this Agreement and Disclosure, Logix Federal Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services, including electronic services. Logix makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

## **ACCOUNT MANIPULATION**

We reserve the right to restrict or close any account(s) if we discover that any of your accounts have been deliberately manipulated by you to our, any other account holder's, and/or our membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or "interest float" to our detriment.

## **MONITORING TELEPHONE CONVERSATIONS**

You understand and agree that we may monitor and record telephone conversations regarding your accounts at any time without further notice to you except as required by law.

## **SERVICES PROVIDED OVER THE INTERNET**

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (1) information placed on the Internet by third parties; (2) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (3) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (1) Internet services are provided to you on an "as is" basis, without warranties of any kind; (2) us, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (3) you will comply with all laws applicable to your Internet activities; (4) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (5) we may monitor your email and Internet communications; and (6) our Internet service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

## **COMPLIANCE WITH LAW**

You agree to comply with all applicable laws and regulations when using our services.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold Logix Federal Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement and Disclosure or as a result of your failure to abide by its terms, including but not limited to those arising from: (1) third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, manipulation, or other breach of this Agreement and Disclosure by you; (3) your violation of any law or rights of a third party; or (4) your provision of access to your account(s), services, or electronic services to any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.

## **DORMANT AND ABANDONED ACCOUNTS**

If you have a Logix account that you have not made a withdrawal, deposit, or transfer to or from for more than one (1) year, we may classify your account as a dormant account. We will notify you at your last known address if your account is classified as "dormant." A dormant/abandoned account fee will be assessed monthly until we receive contact from you. Refer to our Schedule of Service Charges and Fees. Once we receive contact from you, we will reactivate your account.

If there is no account activity and we have not received contact from you regarding your Logix account for a period of three (3) years from the date of last account activity, (time period may vary determined by State law of your last known mailing address) or contact (contact made in person or in writing indicating your awareness of and intention to retain your funds), we must consider the account abandoned and will be obligated to comply with applicable state Unclaimed Property Laws resulting in your funds being turned over (escheated) to the state. Once funds have been turned over to the state we have no further liability to you for such funds and if you choose to reclaim your funds you must apply to the appropriate state agency.

## **OUR LIABILITY FOR ERRORS**

If we do not properly complete a transaction according to this Agreement and Disclosure, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (a) through no fault of ours, your account does not contain sufficient funds to make the transaction; (b) circumstances beyond our control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the funds in your account are subject to legal process or other claim. We are not responsible for items lost while not in our possession. Except for its own negligence, Logix is not liable for any payment or nonpayment of a check. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the areas serviced by us. Any conflict between oral representations by you or our employees and any written form will be resolved by reference to this Agreement and Disclosure and the applicable written form.

## **LARGE CURRENCY TRANSACTIONS REGULATION**

Government regulations require us to report transactions involving currency in excess of \$10,000 to the U.S. Department of the Treasury, Financial Crimes Enforcement Network (FinCEN).

## **NOTIFICATION OF NAME, ADDRESS, EMAIL ADDRESS AND TELEPHONE NUMBER CHANGES**

It is your responsibility to notify us promptly upon a change of name, and/or change of address, telephone number, or email address. We require legal or other documentary evidence of name change. Logix is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notification of a change in address and may require any other notice from you to be provided in writing.

### **Telephone Numbers**

It is your responsibility to notify us promptly upon a change of telephone number and to provide us with the best telephone number to contact you. To prevent identity theft and/or potential fraudulent transactions, we reserve the right to temporarily freeze your account. We will attempt to contact you by telephone to prevent interruption of services.

### **Notification of Email Address Changes**

It is your responsibility to notify us promptly upon a change of email address. Logix is only required to attempt to communicate with you at the most recent email address you have provided to us. We may accept notification of a change in your email address orally, in writing, or via our Online Banking Service.

## **EFFECT OF NOTICE**

Any written notice you give to us is effective when it is actually received by us. Any written notice we give you is effective when it is handed to you in person, or picked up by or delivered by us to a commercial mail courier such as FedEx, or deposited into the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, and/or when sent as an "electronic notice" (see below). Notice from us to any one Account Owner is considered notice to all owners of the account.

Electronic notice (such as via email or text) is effective when sent by us to you. You understand and agree you are solely responsible to provide Logix with your valid email address when selecting e-Statements with e-notifications. You understand and agree that if you do not receive our emails or email notifications, it is your responsibility to contact us to determine whether we have your valid email address. You must also ensure that the email and email notifications that we send to you are not being blocked or rejected by your email or internet service provider or computer system.

## **ACCOUNT TERMINATION**

We may close and terminate any of your account(s) at any time by giving you notice of termination. Your account(s) may also be terminated or closed by us at any time without prior notification if it has a zero balance, there being no funds on deposit in the account, for a period greater than six (6) months. Logix also reserves the right to close your account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your account; (2) there is a dispute as to the ownership of the funds in the account; (3) your account checks are lost or stolen; (4) there are excessive returned unpaid items not covered by an overdraft protection plan; or (5) if there has been any misrepresentation or any abuse of your account.

You may terminate any account at any time by notifying us orally, by writing to us, or by informing us in person at one of our branches, but such notice will not affect any prior transactions on any account. Logix is not responsible for payment of any check, withdrawal or other item once any account is terminated; however, if Logix pays any item after termination, or if any account is terminated due to

overdraft, you agree to reimburse us for any payment or overdraft. **Accounts that may be closed and/or terminated include, but are not limited to, deposit and loan accounts.**

## **CHANGES TO CHARGES, FEES OR OTHER TERMS**

We reserve the right to change the charges, fees or other terms described in this Agreement and Disclosure and the Schedule of Service Charges and Fees. However, when changes are made to any charges, fees or dividend computations which will adversely affect you, we will send a notice to you at the address shown on our records. The notice will be sent within a reasonable time, as required by law, before the effective date of the change. We also reserve the right, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. No notification will be provided for changes in the Dividend Rate and Annual Percentage Yield for variable-rate accounts other than the subsequent notice contained in your periodic statement.

## **EMAIL CAPABILITIES AND LIMITATIONS**

You may send electronic email messages to us via the Internet. We will not immediately receive and review email messages that you send and will **NOT** process any request for a funds transfer received via email. Further, we reserve the right not to act upon requests for stop payments, requests for replacement PINs, reports of lost or stolen PINs or unauthorized transactions, reports of lost or stolen Debit Cards, ATM Cards or Credit Cards, or on any other request in which we would normally require written notification and/or your authorizing signature, without first confirming the authenticity of the email request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. We will not take action based on your email requests until we actually receive your message and have a reasonable opportunity to act. **If your request requires immediate attention, contact us directly at 800-328-5328.**

## **SEVERABILITY**

In the event any paragraph of this Agreement and Disclosure or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement and Disclosure shall not be invalid or unenforceable and will continue in full force and effect.

## **ENFORCEMENT**

You agree to be liable to Logix for any liability, loss, or expense, as provided in this Agreement and Disclosure, that we incur as a result of any dispute involving your account(s) or service(s). You authorize us to deduct any such liability, loss, or expense from your account(s) without prior notice to you. In the event either party brings a legal action to enforce any provision of this Agreement and Disclosure or collect any overdrawn funds on account(s) accessed under this Agreement and Disclosure, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

## **GOVERNING LAW AND JURISDICTION**

This Agreement and Disclosure is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

## **OTHER AGREEMENTS AND CONDITIONS**

(1) Except as otherwise prohibited by applicable law, the terms of this Agreement and Disclosure are subject to change at any time. We will give you any advance notice as required by law. (2) Your Logix accounts are not transferable, except on our books. (3) Logix reserves the right, at any time, to require members to give 60 days' written

notice of intent to withdraw, in whole or in part, shares from their Savings, Money Market and Certificate Accounts. Not more than 30 days' notice will be required on Legal Service Trust Funds Accounts. (4) Withdrawal of any or all funds from your account(s) by you or your beneficiaries will discharge us from any liability for such payment. (5) You agree to be bound by the Bylaws, regulations, policies and other practices of Logix now in effect or as amended or later adopted regarding your account(s). We reserve the right to waive any term of this Agreement and Disclosure. Any such waiver shall not affect our right to enforce any right in the future.

**FORCE MAJEURE**

Logix is not liable for failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency condition, terrorist action, Act of God or other circumstances beyond our control.

**YOUR INSURED ACCOUNT**

Refer to the National Credit Union Administration's "Your Insured Funds" brochure for information on share insurance coverage or visit the NCUA's Web site at [www.ncua.gov](http://www.ncua.gov) for more information.

**OTHER TERMS AND CONDITIONS RELATING TO ADDITIONAL SERVICES & PRODUCTS**

There are other Logix products and services you may wish to obtain which allow you access and the ability to initiate, or which trigger, transactions to or against your Logix accounts. The terms, conditions, agreements, and disclosures applicable to those Logix products and services, and any additional disclosures applicable to your Logix accounts, are included in the applicable Logix product and/or service agreement and disclosure, are not stated within this Agreement and Disclosure, but are incorporated herein by this reference. The applicable Logix product and service agreements and disclosures will be provided to you at the time the product or service is requested by or granted to you.

**AVAILABILITY AND REFERENCES TO READYLINE OF CREDIT** The Logix ReadyLine of Credit product is not available to new members; any reference to "ReadyLine of Credit" in this Agreement and Disclosure pertain only to those members and accounts for which a ReadyLine of Credit has been previously established and remains open and in effect.

**Please see to the following pages  
for our**

**Relationship Rewards  
Program Disclosure**

**and**

**Federal Privacy Notice**

## Relationship Rewards Program Disclosure

Every member who opens a Logix Checking or Money Market Account is automatically enrolled in Relationship Rewards. Simply put, the more you save or borrow with us, the more advantages you'll enjoy. You and every member of your household will automatically receive these benefits when you qualify for Relationship Rewards.

Here's How You Qualify	SILVER	GOLD	PLATINUM
Required Balance Your household's combined Logix loan, mortgage, checking, money market and savings balances (excluding certificates)	\$20,000	\$35,000	\$100,000
<b>Here's What You Get</b>			
Fee-Free transactions at 30,000 CO-OP Network ATMs	Unlimited	Unlimited	Unlimited
Fee Waiver at non-Logix ATMs and non-CO-OP ATMs	Unlimited	Unlimited	Unlimited
ATM Surcharge Rebate	Unlimited	Unlimited	Unlimited
Checking Account Monthly Service Charge Waiver	None	Yes	Yes
Personal Check Order Fee Waiver	1 box free each year	1 box free each year	2 boxes free each year (any style)
Overdraft Protection Transfer Fee Waiver	None	None	Unlimited
Low Balance Fee Waiver	Waived	Waived	Waived
Premier Checking Dividend Rate Bump	The deeper your relationship, the greater your reward Refer to our Account Rate Sheet or ask for details		
Certificate Account Dividend Rate Bump			
Mortgage Loan Fee Discount	\$250	\$500	\$750
Vehicle Loan Interest Rate Discount	-0.05%	-0.10%	-0.25%
Platinum Rewards Credit Card Points Earned for Each \$1 in Purchases	1.5 points	2 points	3 points
Cashier's Check Fee Waiver	None	2 per month	2 per month
CO-OP Shared Branch Network Transaction Fee Waiver	2 per month	3 per month	Unlimited

### Relationship Rewards Program Disclosure

**General** – The Logix Relationship Rewards Program (Relationship Rewards) is designed so that every member who opens a Logix Checking or Money Market Account is automatically enrolled in Relationship Rewards. With Relationship Rewards, the more you save or borrow with Logix, the more advantages you'll enjoy. You and every member of your household will automatically receive these benefits when you qualify for Relationship Rewards. The Relationship Rewards table above illustrates the Silver, Gold and Platinum Rewards Tiers and the Rewards available to you at each Rewards tier. The Relationship Rewards Program is not available to business accounts established on and after May 18, 2017.

**New Membership Three (3) Calendar Month Gold Level Introductory Period** - New Logix members will be automatically classified at the Gold Relationship Rewards Tier for the month you become a new Logix member plus three (3) calendar months, when you establish new membership, deposit the required \$5.00 par value membership share, and meet the Logix Checking or Money Market Account Requirement as described in the following section. The Gold Level Introductory Period starts the date you establish membership with us (not the date the Logix checking or money market account is opened, if opened at a later date). During the Gold Level Introductory Period new members are not eligible for the Mortgage Loan Fee Discount at the Gold Relationship Rewards Tier level unless you have at least \$35,000 in your Logix savings, checking or money market account; refer to that specific Rewards section below for complete information.

**Logix Checking or Money Market Account Requirement** – In order to participate in the Logix Relationship Rewards Program you must open and maintain a Logix High Rate Checking Account, Premier Checking Account, Advantage Checking Account, NextGen Checking Account, Teen Checking Account, or Money Market Account.

**Household** – Means all member accounts that reflect the same primary Social Security Number or mailing address, regardless of the account name or number, and that include at least one checking or money market account. Households which do not include at least one checking or money market account are not eligible for Relationship Rewards.

**Household Balance and Earning Rewards** – When your combined Household Loan Balances and Core Saving Balances (**Household Balance**) meets or falls within the Household Balance requirement for the Silver, Gold or Platinum Relationship Rewards Balance Tier for any calendar month, you will earn the stated Rewards for that period.

**Loan Balances** – "Loan Balances" means all Logix vehicle (auto, boat, motorcycle, recreational vehicle and motorhome) loan balances, outstanding balances on Logix credit cards, mortgage loan balances, and outstanding balances on Logix home equity lines of credit, and the outstanding balance of any other Logix line of credit your Household has with us as of the close of business on the last day of the calendar month.

**Core Savings Balances** – "Core Savings Balances" means the combined average daily balance of all Logix savings, checking and money market accounts (excluding certificates) of the Household for the calendar month.

**Core Savings Balances** – “Core Savings Balances” means the combined average daily balance of all Logix savings, checking and money market accounts (excluding certificates) of the Household for the calendar month.

**Brokerage** – Members who have a Logix checking or money market account and a Logix brokerage relationship automatically qualify at the Silver Relationship Rewards Tier regardless of Household Balance.

**Relationship Rewards Balance Tiers** – When your Household Balance is or falls between: \$20,000.00 and \$34,999.99 you qualify at the **Silver** Relationship Rewards Balance Tier; from \$35,000.00 and \$99,999.99 you qualify at the **Gold** Relationship Rewards Balance Tier; and \$100,000.00 and over you qualify at the **Platinum** Relationship Rewards Balance Tier.

**Balance Tier Change Allowance Period** – If your Household Balance drops in any calendar month and you fall into a lower Relationship Rewards Balance Tier; for example, if you drop from the Platinum balance tier in March to the Gold balance tier in April, you will continue to enjoy the Rewards earned at the previous Relationship Rewards Balance Tier for one calendar month (in this example, you would remain at the Platinum tier for the month of April). This Balance Tier Change Allowance Period may also be referred to as a probationary period.

**Rewards** – A “Reward” is a fee waiver or service charge waiver, a fee or other charge that we rebate by reversal of the amount from the account originally affected, a waiver of or discount in the cost of a personal check order, an increase or “bump” above the base rate in the dividend rate earned on the designated Logix checking or certificate account, a discount or credit toward origination-related fees on a new Logix mortgage loan, a reduction in the interest rate on a new Logix auto or other vehicle loan, or the number of points earned on purchases using a Logix Platinum Rewards Credit Card in connection with the Logix Rewards Program, as specifically set forth in the “Here’s What You Get” table above. Rewards are not transferrable, cannot be substituted, and cannot be used to pay or otherwise offset other Logix fees, charges or other costs that you may owe us. Points earned under the Logix card Rewards Program are transferrable; refer to the Logix Rewards Program Disclosure and Program Rules for complete information on the transferability of Rewards Points.

**Accounts Closed During the Month** – Rewards are not prorated. If you or we terminate your membership for any reason or if the checking or money market account included in your Household is closed by you or us at any time during the month, you will not be awarded the Rewards for that calendar month.

**Fee Waiver at non-Logix ATMs and non-CO-OP ATMs** – Fee Waiver at non-Logix ATMs and non-CO-OP ATMs means that no Logix fee will be charged for withdrawal, deposit, transfer, or balance inquiry transactions conducted at a non-Logix ATM or non-CO-OP ATM.

**ATM Surcharge Rebate** - Logix will rebate (reimburse) you the amount of the ATM surcharge/fee up to a maximum of \$3.50 per transaction when you use an ATM owned by another institution (a non-Logix or non-CO-OP ATM) and they charge your Logix account a fee. We will credit the amount of the surcharge/fee to the Logix account to which the fee was assessed no later than the following business day and the rebate will be reflected on your periodic account statement.

**Checking Account Monthly Service Charge Waiver** - The Monthly Service Charge is waived on High Rate Checking, Premier Checking, Advantage Checking, and NextGen Checking Accounts in any month that you meet the Household Balance Requirement at the Gold or Platinum Rewards Tier.

**Personal Check Order Fee Waiver and Check Order Costs** – The “1 Box Free each year” Reward is available only when you order your checks through Logix, and consists of one free box of our “Exclusives” category style checks or one \$5.00 discount on the personal check style of your choice. This Reward is limited to once (one time) in each consecutive 12-month period, regardless of whether changes in your Balances cause you to move between more than one Rewards Balance Tier. Platinum members receive two (2) boxes of personal checks of any style (excluding business and computer checks) in each consecutive 12-month period.

**Overdraft Protection Transfer Fee Waiver** – The Overdraft Protection Transfer Fee (charged when we transfer funds from your Logix savings or credit card account to cover overdrafts in your Logix checking account) is waived at the Platinum Rewards Tier.

**Low Balance Fee Waiver** – The Low Balance Fee is automatically waived any month that you meet the Household Balance requirement at the Silver, Gold or Platinum Rewards Tier.

**Premier Checking Dividend Rate Bump** – Premier Checking Dividend Rate Bumps are included in the Dividend Rates applicable at the Silver, Gold, and Platinum Tier as reflected on our Account Rate Sheet. You will receive the applicable Premier Checking Dividend Rate Bump each month you meet the Household Balance requirement at the Silver, Gold, or Platinum tier. The amount of each Rate Bump is variable and is subject to change at any time. Dividends are earned daily and are credited and compounded monthly on the first day of the following calendar month. Dividends earned on your Premier Checking Account are reflected on your periodic account statement.

**Certificate Account Dividend Rate Bump** – The Certificate Account Dividend Rate Bump is included in the Dividend Rate paid on the applicable Certificate at the Silver, Gold, and Platinum Reward Tier as reflected on our Account Rate Sheet, and is applied at the time the Certificate is opened or renewed (the dividend cannot be changed during the term of the Certificate). The Certificate Account Dividend Rate Bump is included in the Dividend Rate paid on the Certificate Account for the entire Certificate Account Term. This rate will not decrease or increase during the Certificate Term, regardless of whether your Household Balance changes during that same period. Dividends are earned daily and are credited and compounded monthly on the first day of the following calendar month. Early withdrawal penalties apply.

**Mortgage Fee Discount** – A Lender Credit for up to the amount of the applicable Mortgage Fee Discount Reward (based on your Rewards Balance Tier) will be awarded and applied at loan closing in connection with obtaining a new Logix first trust deed mortgage loan of \$100,000 or more. All first trust deed mortgage loan products are eligible. During the Gold Level Introductory Period new members are not eligible for the Mortgage Loan Fee Discount at the Gold Rewards Tier level unless you have at least \$35,000 in qualifying outstanding loan and/or account balances (funds not used for down payment of the home). Home equity loans and lines of credit are not eligible.

**Vehicle Loan Interest Rate Discount** – The Vehicle Loan Interest Rate Discount applies to Logix approved loans for the purchase or refinance of a new or used automobile, motorcycle, motorhome, recreational vehicle, or boat (vehicle) and is available only at loan origination (when the loan is approved, provided the approval has not expired). There is no limit on the number of new or used vehicle loans for which the Vehicle Loan Interest Rate Discount may be applied. Standard Logix loan and underwriting policies, procedures, loan conditions, loan and insurance requirements, and collateral restrictions, such as age of vehicle, apply.

**Platinum Rewards Credit Card Points Earned for Each \$1 in Purchases** - Platinum Credit Card Rewards Points are earned at the applicable Silver, Gold or Platinum Rewards Balance Tier when the purchase transaction is received and processed by us. Please refer to the Logix Rewards Program Disclosure and Program Rules for complete information on Platinum Rewards Credit Cards and governing Rewards Program Rules.

**Cashier's Check Fee Waiver** – The Cashier's Check Fee is waived for up to two (2) cashier's checks purchased by you when you meet the Household Balance requirement at the Gold or Platinum Rewards Tier.

**CO-OP Shared Branch Network Transaction Fee Waiver** – The CO-OP Shared Branch Network Transaction Fee is waived up to the number of occurrences per month as indicated in the Relationship Rewards table above when you meet the Household Balance requirement at the Silver, Gold or Platinum Rewards Tier.

**Members In Good Standing** – You must be in good standing to be eligible to participate in the Relationship Rewards Program and earn Rewards.

**Confidentiality of Information** – We are prohibited under federal and state law from disclosing any information about any account used in connection with calculating your Household Balances in which you are not an owner.

**The Relationship Rewards Program is subject to change without notice.**

FACTS	WHAT DOES LOGIX DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security Number and income</li> <li>▪ Account balances, payment history, and loan balances</li> <li>▪ Credit history, credit scores, employment information</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Logix chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Logix share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b> – see Definitions and Joint Marketing section on reverse for more info.	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b> -	No	We don't share
<b>Questions?</b>	<b>Call 800-328-5328, visit us at <a href="http://www.logixbanking.com">www.logixbanking.com</a> or stop by a local branch.</b>	

Who we are	
Who is providing this notice?	<b>Logix Federal Credit Union</b>
What we do	
How does Logix protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Logix collect my personal information?	<p>We collect your personal information, for example:</p> <ul style="list-style-type: none"> <li>▪ When you open an account or deposit money</li> <li>▪ When you apply for a loan or pay your bills</li> <li>▪ When you use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Logix does not share your information with our affiliates.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Nonaffiliates can include companies that provide securities brokerage, insurance agency, and investment advisory services, and direct marketing companies - we only share information with these companies under a joint marketing agreement.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include providers of financial products and services such as securities brokerage, insurance agency, and investment advisory services companies.</li> </ul>
Other Important Information	
<p>We may change our privacy policy at any time and will let you know if we do, as required by applicable law. California state requirements vary from the federal requirements described above. California residents please refer to our Important Privacy Choices for California Residents notice for complete information.</p>	

## LOGIX TELEPHONE BANKING AGREEMENT AND DISCLOSURE

**INTRODUCTION:** This Logix Telephone Banking Agreement and Disclosure (the "Agreement") sets forth the terms and conditions and informs you of your rights and responsibilities in connection with the electronic funds transfers you request in connection with your use of the Logix Telephone Banking service. **Please read it carefully and retain it for your records.** In this Agreement, the words "you" and "your" mean each person who uses the Telephone Banking service under this Agreement. The words "we," "us," "our," and "Logix" each mean Logix Federal Credit Union. The terms and conditions of our other agreements with you governing your Logix share and loan accounts, including any line of credit affected and accessible by the Telephone Banking service, are incorporated herein by reference. The Telephone Banking service is subject to such other terms and conditions as we may establish from time to time and upon reasonable notice to you. This Agreement is subject to the terms and conditions of other agreements you have with us, including but not limited to the Membership and Accounts Agreement and Disclosure.

To access the Telephone Banking service, call:

**800-841-4123** (toll free) or **818-565-2080**

**SERVICES:** The Telephone Banking service and your Personal Identification Number (PIN) allow you to:

- Inquire about account and loan balances, transaction activity and other information.
- Transfer funds between your savings, checking, and money market accounts.
- Advance funds against your Logix Credit Card, ReadyLine or Home Equity Line of Credit and transfer funds to your Logix accounts.
- Make loan and credit card payments from your accounts.
- Request disbursement by check made payable to you from your savings, checking, money market, and credit card accounts **(checks will be issued in the primary name on the account and sent to the address as reflected on our records).**
- Place a Stop Payment on checks you write and perform Stop Payment inquiries.

The Telephone Banking service is available 24 hours a day, seven (7) days a week, including holidays. If for any reason the Telephone Banking service is not available, you will receive the message "The System is Down, Please Try Later."

**TRANSACTION LIMITATIONS - MINIMUM AMOUNTS:** There is no minimum transfer amount on funds transfers from your savings, checking, money market and loan accounts to your other accounts, however, when you request disbursement by check made payable to you there is a \$50 minimum on advances against lines of credit and a \$10 minimum on withdrawals from your savings, checking and money market accounts. There are no maximum dollar limits on transfers, subject to the availability of funds. There are no limits on the number of transactions you can initiate on checking accounts or on your Logix credit card, ReadyLine or Home Equity line of credit.

**LIMITS ON SAVINGS AND MONEY MARKET ACCOUNT TRANSFERS:** During any calendar month you may not make more than six (6) transfers from any **Savings** or **Money Market Savings Account** to your other Logix accounts or to a third party by means of a preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile machine, or transfer initiated through Online Banking or this Telephone Banking service. These transfer and withdrawal limitations **do not apply** to transactions conducted

at ATMs, in person, or by mail. Also, internal transfers to make payments to your Logix loans and requests for withdrawals by check made payable to you are excluded from this limitation. If you attempt to exceed the transfer limitations set forth above in any calendar month the Telephone Banking service will provide the response "Reg. D Limit Reached - Transaction Not Allowed" and you will not be permitted to initiate the requested transfer.

**PERSONAL IDENTIFICATION NUMBER (PIN):** You have either selected or been assigned a PIN so that you may access your accounts through the Telephone Banking service. You are personally responsible for the confidentiality of your PIN and all of your Telephone Banking transactions. If you disclose your PIN to anyone, you understand that you have given that person access to your account(s) by way of any telephone and that you may be responsible for any subsequent transactions, subject to limitations provided by law. You must notify us immediately and may be required to send written confirmation should your PIN be disclosed to anyone other than a joint owner on your account. All transfer and withdrawal requests made by way of the Telephone Banking service are binding on us only after we have verified that sufficient unencumbered funds are available to complete the transaction.

**ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES:** If the account(s) accessible via Telephone Banking is a joint account and the joint account owner has been provided access to the account by requesting the Telephone Banking service and obtained a PIN or you have provided the joint account owner with your PIN, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans and lines of credit requested by any joint account owner.

**BUSINESS AND PROCESSING DAYS:** Our business days are Monday through Friday, excluding holidays; however, for Telephone Banking transaction posting, every calendar day is a business day. The daily processing cut-off time is 10:30 P.M. Pacific Time (PT), after which transactions will reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. We use the calendar day the transaction was initiated by you as the effective date for purposes of dividend accrual and finance charge calculation.

**CREDIT CARD PAYMENTS AND CREDIT AVAILABILITY:** When you initiate a transfer to make a payment on your Logix Credit Card, the system will update your account records, and when applicable, reflect an increase in the availability of credit.

**STOP PAYMENTS:** You may use Telephone Banking to place a Stop Payment on checks that you write against your Logix checking account. The Telephone Banking service cannot be used to place Stop Payments on checks written against any other types of Logix deposit or loan accounts. Stop Payment orders will be accepted and placed using the check number only, regardless of the amount, payee or date recorded on the check. You are solely responsible for the accuracy of the check number you provide to us in order to identify the check for which you wish to place the Stop Payment. The Telephone Banking service will verify whether the check has cleared your account before the Stop Payment will be accepted. If the check has cleared your account, the Stop Payment cannot be placed or accepted. All Stop Payment orders are in effect for 12 months from the date your Stop Payment is placed, unless otherwise canceled or renewed by you. There is no fee to place a Stop Payment using the Telephone Banking service. By placing a Stop Payment order you agree to hold us harmless for the amount of the check(s) and for any and all liability, expenses and costs arising from our

refusal to pay the check(s). You also agree not to hold us liable for any payment of the check(s) contrary to the Stop Payment order if payment occurs through inadvertence, oversight, accident, or otherwise, or if by reason of such payment, other items drawn by you are returned for insufficient funds.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** You will get a monthly statement reflecting the Telephone Banking electronic funds transfer activity on your account(s) unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Telephone Banking transfer activity information is included in your regularly scheduled account statement.

**TERMINATION:** We may terminate this Agreement: (a) If you or any person authorized to use your PIN breach the terms of this Agreement; (b) If you terminate your membership with us; (c) If you notify us to cancel your Telephone Banking service; (d) If we have reason to believe that an unauthorized person has used or is about to use your PIN; (e) If, with or without cause, we notify you that this Agreement has been or is about to be terminated. Termination of this Agreement will not affect your rights and responsibilities under this Agreement or transactions initiated before termination of the Telephone Banking service.

**FEES:** There is no fee or charge for using the Telephone Banking service.

**YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS**

**TRANSFERS:** Tell us **AT ONCE** if you believe that your PIN has been lost, stolen, or you believe that someone has transferred funds from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your PIN without your permission.

Our telephone number is: **800-328-5328** (toll-free)

Our address is: **Logix, Attn: ECS Dept. P.O. Box 6759, Burbank, CA 91510**

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove the loss could have been prevented had you told us in time, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us **AT ONCE**. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC**

**TRANSFERS:** Call us or write us **immediately** at the telephone number or address described in the preceding section, if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. In your letter: (1) Tell us your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error and the date it occurred. If you notify us verbally, we may require you to 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 request in writing and we do not receive it within 10 business days, we may not recredit your account. We will tell you the results within three (3) business days after completing our investigation. If we determine there was no error, we will send you written explanation. You may ask for copies of the documents that we used in our investigation.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete an electronic funds transfer to or from your amount on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: (A) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (B) The transfer would exceed any permitted overdraft line you have with us; (C) Circumstances beyond our control (such as fire, flood, water damage, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (D) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (E) The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely; or, (F) The system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our agreement with you.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; or (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) In order to comply with government agency or court orders; or (4) If you give us your written permission.

**NOTIFICATION:** Any notification required or appropriate may be mailed to you at your last address known to us.

**CHANGES IN TERMS OR CONDITIONS:** This Agreement is subject to change to conform to changes in federal regulation and/or Logix policy. If such change(s) result in increased liability to you, a reduction in Telephone Banking services, or stricter limitations on the frequency or dollar amount of transfers, we will notify you at least 21 calendar days before the effective date of such changes, or as otherwise permitted by law.

**GOVERNING LAW AND JURISDICTION:**

This Logix Telephone Banking Agreement is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

- # # # # -



**Main Office**

P.O. Box 6759, 2340 Hollywood Way  
Burbank, California 91510  
800-328-5328

**Contact Center**

800-328-5328  
Weekdays 6 a.m. - 8 p.m. (Pacific Time)  
Saturdays 8 a.m. - 5 p.m. (Pacific Time)

**Online Banking**

[www.lfcu.com](http://www.lfcu.com)

**Telephone Banking**

800-841-4123 or 818-565-2080  
24 hours a day, seven days a week.

**TDD line for hearing impaired**

800-342-5977  
Weekdays 8 a.m. – 5 p.m. (Pacific Time)

**Website**

[www.lfcu.com](http://www.lfcu.com)

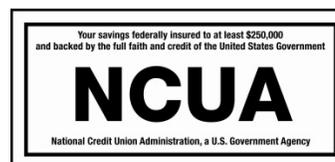
---

Logix Smarter Banking is a registered trademark of Logix Federal Credit Union

**Supersedes  
All earlier dated  
Logix Membership and  
Accounts Agreement  
and Disclosure**



**NMLS ID  
503781**



**Federally  
insured by  
NCUA**

**August 1, 2019**

1309-23(07/19)150